KallerArchitecture

June 3, 2024

City of Hollywood
Department of Development Services
2600 Hollywood Boulevard
Hollywood, Florida 33020

Reference: OM Residential Mixed Use
2007 & 2115 N. Ocean Drive; 309, 333 & 341 Oklahoma Street; 320 & 324 McKinley Street; 320, 322, 324 & 326 Nebraska Street; 2012 N. Surf Road
Hollywood, Florida 33019
TAC #23-DP-73
Architect's Project #22107

The following are our responses to your Preliminary TAC Comments for the above referenced Project.

A. APPLICATION SUBMITTAL Cameron Palmer

1. Provided.
2. Satisfied.
3. Ownership and Encumbrance Report:
   Below are the addresses and page number where they can be found in the O&E Report.
   320 Nebraska Street - pg 1
   309 Oklahoma Street – pg 92
   320 McKinley Street – pg 176
   322 -324 Nebraska Street – pg 301
   324 McKinley Street – pg 395
   326 Nebraska Street – pg 474
   333 Oklahoma Street – pg 551
   341 Oklahoma Street – pg 638
   2007 N. Ocean Drive – pg 775
   2012 N. Ocean Drive – pg 906
   2115 N. Ocean Drive – pg 1042
4. The ALTA Survey:
   a) Two ALTA Surveys have been provided. Page 2 of each survey lists references to the O&E of all the lot illustrated in the survey on page 1.
5. The Site Plan and Cover Sheet:
   a) Sheet T-1 - Name of Development
      - Page Index
      - Preliminary or Final TAC and meeting date
      - Title
      - Location map

- Architect's, Engineer's, Surveyor's and Owner's name, phone, and address

Sheet SP-0
- Development name and address
- Site Plan date and revision dates
- Legal Description
- Current Land use and Zoning designations
- Required and Provided setbacks
- Buildings Heights
- Required and Provided parking amounts (included HC and HC van spaces)
- Net and Gross property size
- Total square footage of each building
- Total number of units based on density calculation

Sheet SP-1
- Note stating maximum foot candle at property line.
- Dumpster room locations
- Dimension of all proposed parking types
- Vehicular circulation showing turning radii, sight triangles
- Dimension of existing and proposed sidewalks, pedestrian access ways
- Dimension and locations of any existing or prosed ROW adjacent to site
- Types of curbs
- Location of mailboxes, utilities, mechanical systems and overhangs
- Method of delivery
- Existing and proposed Fire Hydrants

Sheet SP-2
- Dumpster room details

Sheet SP-3
- Total floor area of each type of room with breakdown of AC and non-AC areas
- Total gross floor area and breakdown of common areas

Sheet SP-4
- Number of dwelling units with number of bedrooms/ baths and areas

Sheet SP-7
- Location size and content of proposed signs.

All other items listed are either not applicable or are more professionally suited to be on the Civil or Landscape Plans.

6. Withdrawn.

B. ZONING Cameron Palmer

New

1. Garage Valet note added to Site Plan, sheet SP-1.
2. Bicycle parking added to Site 2 and 3. A total of 27 bike parking spaces added.

Existing

1. See response from Keith Poliakoff, Government Law Group.
2. Satisfied.
1. On Site 2, the width of the lots on McKinley Street are narrower than the lots on Nebraska Street. The code made a differentiation in setbacks on narrower lots because otherwise those lots would undevelopable. For example, if the lot facing McKinley was only 40' (the typical width of one lot), using staff's logic, the tower of that portion of the development would be only 10' wide. That is not viable. When the code was being written, Zyscovich's office modeled building volumes on a variety of lot groupings, this is what determined the smaller setbacks for the narrow lot widths. It was also about scale. A narrow lot with the larger setbacks would look odd in an overall contextual street elevation.

   Different setbacks on the same site are the same as the codes that require different building heights on the same site because of a portion of the site's proximity to a low intensity residential zoning designation. There the height is restricted to be lower than other portions of

the site. This happens for the DH-3 district in the Downtown Community development and in N-MU in the Transit Oriented Corridor. It is a similar situation.
The Cross Street base setback allowed for Retail use is 5'-0". 10'-2" is provided to have accessibility to the FEMA +1' elevation that the first-floor elevation requires. See below.

(a) Building base setbacks:

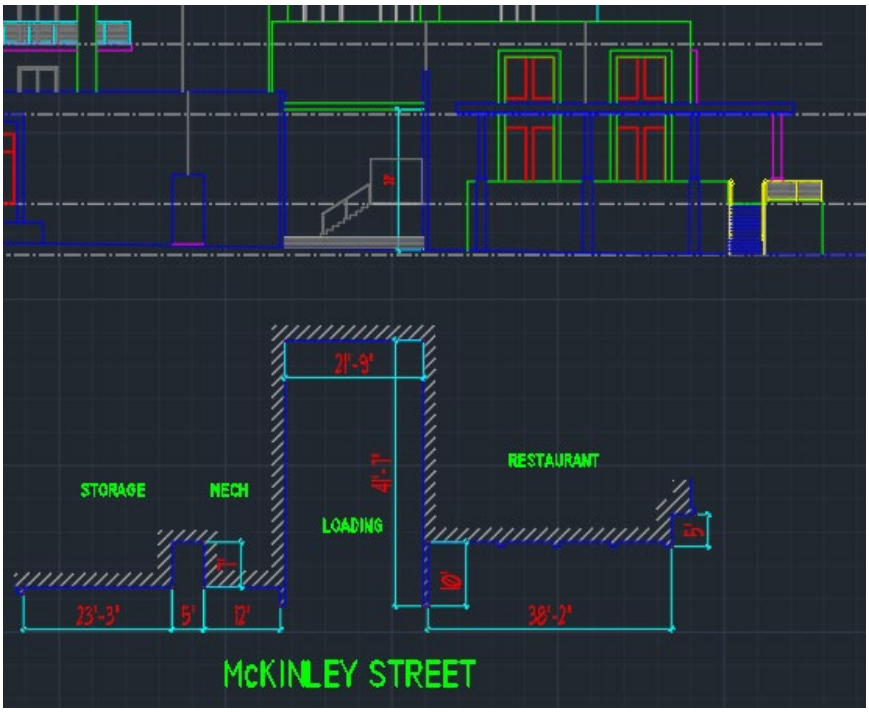
Cross Streets**	20 feet 10 feet for lots less than or equal to 120 feet wide and 80 feet deep and not to include thru lots
Retail use	5 feet
State Road A1A	10 feet
Surf Road	10 feet
Retail use	5 feet
Interior	5 feet For lots less than or equal to 40 feet wide and 80 feet deep (single lots), only one side setback is required

**Cross Street setbacks may be a minimum of ten feet for up to 40% of the site frontage.

2. Satisfied.
3. Satisfied.
4. Satisfied.
5. Satisfied.
6. 60% active use is provided along A1A and McKinley Street. See sheet A-36 for Active Use, Transparency and Active Liner percentages.
7. All levels of the garage frontage have Active Liners that are 60% or more of the width. The remaining façade area is screened with concrete panels or powder coated galvanized vertical metal slats. See sheet A-36.
   The Active Use of the Ground level of the Main Building has been recalculated. See sheet A-36.
8. Guest parking is **not** required in the Beach Zoning Districts that were prepared by Zyscovich. Attached are three (3) P and D Board recorded Resolutions for projects approved and built within the district. **Sky Harbor 12-DPV-48**, **Sunset Harbor 12-DPV-68** and **Sage Beach 07-DPV-56**. Each Resolution shows that parking spaces over the maximum 1.5 spaces were required to have a variance. The code was written with the intention of promoting more sustainable means of travel like public transportation, ride share and bicycles etc. Guests are able to use both the metered Street and Public Garage spaces that benefit the City of Hollywood.
9. See #7 response.
10. Satisfied.
11. Noted.
12. Noted. Shared parking table as per Section 4.6 in the Hollywood Land Development Code.

C. PLANNING AND URBAN DESIGN Cameron Plamer

1. See new sheet SP-1a for diagram of pedestrian movement from the garage to their destination of choice.
2. Satisfied.
3. See edge of building plan profile of areas in question below.



4. Satisfied.
5. See note added to sheet A-1 and A-24.
6. See note added to sheet A-1 and A-24.
7. See sheet A-36. Recalculation done to limit the transparency requirement to the Commercial portions as requested.
8. Satisfied.
9. Satisfied and Noted.
10. Satisfied.
11. Satisfied.
12. Comment unclear.
13. Satisfied.
14. Satisfied.
15. Satisfied.
16. Satisfied.

D. SIGNAGE Cameron Palmer 954 921 3417

1. Satisfied.
2. Satisfied.
3. Satisfied.

E. LIGHTING Cameron Palmer

1. Satisfied.

F. GREEN BUILDING & ENVIRONMENTAL SUSTAINABILTY Cameron Palmer

1. Satisfied.
2. Satisfied.
3. Satisfied.
4. Satisfied.

G. ENGINEERING Azita Behmardi, Clarissa Ip & Rick Mitinger

1. Addressed.
2. A Unity of Title is required prior to the issuance of permits.
3. Addressed.
4. The 5'-0" R.O.W. easement is now labeled on Site 2.
5. A pre-application conference with FDOT is being scheduled.
6. a) The existing full width of the R.O.W. is now dimensioned and labeled.
   b) See sheet SP-1b for site plan overlay over aerial view.
   c) See sheet SP-1b.
   d) Full and Centerline ROW dimensioned and labeled.
7. 6' x12' visibility triangles added to driveway intersections at exits. On one side of driveway at one way street (McKinley) and both side at two-way street (Nebraska).
8. 25' x25' triangles shown at required street intersections. At the n. Surf Road and McKinley intersection the ramp is below 30" in height (155.12(D)(2)) and the railings are glass. The intersection at Nebraska and A1A has be altered to accommodate the 25' view triangle.
9. Driveway widths and setbacks dimensioned on sheet SP-1 and civil plans.
10. The sidewalks adjacent to the property lines are a widening of the City's paver walk. Pavers to match existing will be used and coordination with the CRA. This is like the Nebraska Garage to the north. See picture below.

The walkway in front of Retail Bays, parallel to the property line, are raised plazas to access the Retail spaces that are at FEMA +1' elevation.

11. Driveway widths added to sheet SP-1 AND SP-1b and civil plan sheets C-5 & C-6.
12. All column setbacks have been dimensioned.
13. All existing and new type "D" and "F" curbs have been labeled. Type "F" curbs only occur along N. Ocean Drive. Cross streets and Surf Road have valley gutters making the street flush with the sidewalks. Type "D" curbs occur at street landscape islands.
14. All areas on the Site Plan have now been labeled.
15. Walkways, stoops, ramps etc. have been dimensioned as requested. See sheet SP-1 and SP-1b. New sheet SP-1b has all the dimensions regarding the right of ways adjacent to the project. A single Civil sheet was submitted in error. Full set attached.
16. Details for each ramp have been provided on new sheets SP-8 and SP-9 and ramps have been Identified by numbers R1 thru' R5 on sheet SP-1.
17. Existing and new detectable warnings have been called out on site plan at intersections of streets and driveways.
18. Detectable warning detail on sheet SP-2 and FDOT index #304 has been referenced.
19. The street and sidewalks, as designed by the CRA, are flush with the sidewalk. There are no aprons. Driveway design is like the Nebraska Garage. See picture below.

20. See sheet SP-4 where the table has been added with number of units per floor.
21. The Live Local law allows for a reduction in the number of parking spaces if there is public transportation nearby. On the east side of A1A, there is a bus stop one block south at Cleveland Street and one block north at Nevada Street. The parking reduction table that is being used, can be found in the City of Hollywood Land Development Code, Section 4.6.
22. A table has been provided on sheet SP-0 showing all parking space types listed in the comment.
23. See new sheet SP-1a for pedestrian and accessible routes. A note regarding a beveled edge requirement added to sheet SP-1.
24. Wall mounted HC parking signs called out on sheet SP-1 and the floor plans of the garage.
25. Sheet SP-1 and A-24 to A-30 now has call outs for the 6” raised concrete slab that acts as a wheel stop for the cars with the 24” overhang over the raised area.
26. All column setbacks have been dimensioned. See sheet SP-1 and A-24 through A-30.
27. A note stating “14’-0” clear vertical clearance” was put on sheet SP-1.
28. The width of the Loading Area drive was added. There is no curb cut. The sidewalk is flush with the street for the entire length of Oklahoma. McKinley and Nebraska. Vertical clearance note added to SP-1.
29. Beach CRA and Engineering review noted. There are other businesses that are on the Broadwalk that rely on Surf Road for delivery.
30. All loading spaces have been dimensioned and vertical clearances noted.
31. All parking spaces have been dimensioned. See sheet SP-1 and A-24 to A-30.
32. No garage door or gate is being proposed.
33. The parking provided is based on the parking reduction table calculations as explained in response number 21.
34. Addressed.
35. Addressed.
36. Addressed, noted.
37. Addressed.
38. Addressed.

39. There are no curbs in the garage, just raised concrete slabs to act as wheel stops.
40. Car elevator detail from TKE (formerly Thyssenkrupp) is now a part of this submittal.
41. Vehicle and truck turning radii added to sheets SP-1, A-24, and A-25. See sheets C-5, C-6 & C-7.
42. The addition of car lifts means that the garage will be 24-hr. valet serviced. Drop-off and Pick-up areas are for valet use.
43. The trash room provided is a 355-sf room. It will serve as the trash room for both the commercial and residential uses west of Surf Road. The commercial use east of Surf Road has its own trash room. There are no dumpster enclosures. The receptacles are in air-conditioned rooms as required.
44. Full Civil set now provided.
45. Full road widths are pavers. Note added regarding paver restoration on C-1, C-2, C-3 & C-4.
46. The berm is between the sidewalk and the raised retail plaza. There is no pedestrian or HC access there. It is a landscaped area that slopes up to the raised plaza that accesses the retail bays. Sections through the berm are provided on sheet C-12.
47. See Civil plans, sheets C-5 through C-9.
48. See Civil plans, sheets C-14 through C-18.
49. See Civil plans.
50. See sheet SP-0 for the added tables for on-site and street parking.
51. Traffic Study review payment noted.
52. Note regarding the CRA coordination is on sheet SP-1.
53. Noted. Permits will be applied for during Building permit submission.
54. Noted. Permits will be applied for during Building permit submission.
55. Noted. Permits will be applied for during Building permit submission.
56. Noted. Impact and Park fees to be paid at time of building permit.

New comments:

57. Overlapping text has been cleared.
58. Street parking does not count towards the provided parking for the project. SP-0 has a new parking table.
59. The type of charging station has been added to the site plan. “Charge Point” charging station specs. Added to the submission package.
60. There are double doors at the retail bays that each open outward. The approach of the person in the wheelchair will open the door furthest away from the direction of approach. This has now been illustrated on sheets SP-1 and A-24. Where it shows one of the double doors remaining closed allowing for easy access for a person in a wheelchair.
61. The landscape island on Nebraska Street has been stretched to driveway opening as requested.

H. LANDSCAPE Favio Perez & Clarissa Ip.

1. See attached Landscape Plan in Final TAC submittal.

I. UTILITIES Alicia Verea-Feria

1. Water and Sewer plans included in this submittal, see sheets C-3 & C-4.
2. Water and Sewer demand calculations included in this submittal, see sheet C-3.
3. Water and sewer details included, see sheets C-17 & C-18.
4. Noted. FFE shown for each building is compliant.
5. FFE included on Civil Plans.
6. See civil plans, sheet C-12.
7. See civil plans, sheet C-12.

8. Rainwater leaders shown on site plan, see sheets C-1 & C-2.
9. Comment addressed.
10. See civil plans, sheets C-10 & C-11.
11. Noted.
12. Landscape has been coordinated with civil plans.
13. Noted.
14. Noted.

J. BUILDING Giselle Hipolito & Daniel Quintana

1. Substantially Compliant, email from dquintana@hollywoodfl.org dated 1-16-24. Email attached.

K. FIRE Chris Clinton

1. Noted.
2. The civil set was mistakenly omitted from the previous submission. Full set now submitted.
3. A fourth stair has been added to the Mixed-Use Building. There are now three stairs that service the tower portion of the building. All units have two directions to go for egress.
   See Civil drawings and Fire Flow calculations based on sample format provided.

L. PUBLIC WORKS Annalie Holmes & Daniel Millien

1. Substantially Compliant. Email attached.

M. PARKS, RECREATION and CULTURAL ARTS David Vasquez

1. Substantially Compliant.

N. COMMUNITY DEVELOPMENT Liliana Beltran

1. Substantially compliant email attached. No community development meeting is required under Live local, as per Keith Poliakoff of Government Law Group.

O. ECONOMIC DEVELOPMENT Raelin Storey & Herbert Conde-Parlato

1. Substantially Compliant.

P. POLICE DEPARTMENT Christine Adamcik & Doreen Avitabile

1. Substantially Compliant.

Q. DOWNTOWN & BEACH CRA Jorge Camejo, Susan Goldberg & Francisco Diaz-Mendez

1. See new sheet SP-1a which shows pedestrian movement between the garage and all three sites, with access to the retail bays, restaurants and Broadwalk. All access is via sidewalks, ramps, crosswalks etc.
2. Noted. See attached Planning rationale report from Government Law Group representing the Owner.
3. Sheet SP-1 loading spaces have been labeled. The retail bays of the garage will be serviced from the Loading area on Site 1, crossing the street on the crosswalk and through the garage using the accessible path provided. The retail bays on Site 1 will also be serviced from this loading zone with access along the city sidewalks and the internal paths. The beach club has its own loading space on site, labeled on sheet SP-1.
4. There are no parking spaces on the main site, but this allows for an addition of eight (8) street parking spaces because vehicular access to Site 1 is limited to a through drive only. The additional parking spaces, like the street itself, will be coordinated with the CRA.

R. PARKING Hal King & Jovan Douglas

1. Signing off. See email attached.

S. ADDITIONAL COMMENTS Cameron Palmer

1. Noted.

If you should have any questions, please feel free to contact our office.

Sincerely,
Kaller Architecture

Michele Sherlock
Senior Associate

Attachments:

- P and D Resolutions
  - Sky Harbor 12 DPV-48
  - Sunset Harbor 12-DPV-68
  - Sage Beach 07-DPV-56
- Emails
  - BUILDING – Daniel Quintana
  - PUBLIC WORKS – Daniel Millien
  - PARKING – Jovan Douglas

RE: [EXT]OM Residential Mixed Use - TAC#23-DP-73

Daniel Quintana <DQUINTANA@hollywoodfl.org>

Tue 1/16/2024 10:55 AM

To:Michele Sherlock <michele@kallerarchitects.com>
Cc:Russell Long <RLong@hollywoodfl.org>;Laurie Yoder <laurie@kallerarchitects.com>;Giselle Hipolito <ghipolito@hollywoodfl.org>

Good morning Michele,

I have included Giselle Hipolito in this response as I am no longer completing TAC reviews. Please see my preliminary review below:

File Number – 23-DP-73 (Preliminary) Cameron
2007 & 2115 N Ocean drive, 309, 333 & 341 Oklahoma St, 320 & 324 McKinley St,
320, 322, 324 & 326 Nebraska St & 2012 N Surf Road
Proposed 18 story, Mixed Use Residential Building with 137 condo units & 91 rental units,
2 story beach club, and an 8-story parking garage
Building has NO Comments
Submittal is substantially compliant

Regards,

Daniel Quintana
City of Hollywood
Assistant Building Official
Office: (954) 921-3335 – Ext 6609
Cell Phone: (954) 995-0017
Business Hours: Monday - Thursday 7:00AM to 6:00PM

CITY OF Hollywood DEVELOPMENT SERVICES Building Division

From: Michele Sherlock <michele@kallerarchitects.com>
Sent: Monday, January 15, 2024 7:11 PM
To: Daniel Quintana <DQUINTANA@hollywoodfl.org>
Cc: Russell Long <RLong@hollywoodfl.org>; Laurie Yoder <laurie@kallerarchitects.com>
Subject: [EXT]OM Residential Mixed Use - TAC#23-DP-73

Hi Daniel,

Comments from Building, on the above-referenced project, were not received. I am taking care of the comments and would like to submit very soon. Please can you let me know if there are comments or the submittal was Substantially Compliant.

I appreciate your help.

Thank you!

Michele

FW: [EXT]Re: Update OM. TAC# 23-DP-73

Liliana Beltran <LBELTRAN@hollywoodfl.org>

Mon 4/15/2024 10:04 AM

To:Keith Poliakoff <Keith@govlawgroup.com>
Cc:Joseph Kaller <joseph@kallerarchitects.com>;Laurie Yoder <laurie@kallerarchitects.com>;Michele Sherlock <michele@kallerarchitects.com>;allen konstam <allen@condrapg.com>;Rocky Kaller <rocky@kallerarchitects.com>

Good morning :

Comments by community development:

-

-

FILE NUMBER: 23-DP-73

- Application is substantially compliant.
    - Refer to Planning comments to ensure compliance with Public Participation requirements .

From: Keith Poliakoff <Keith@govlawgroup.com>
Sent: Tuesday, April 9, 2024 1:40 PM
To: Liliana Beltran <LBELTRAN@hollywoodfl.org>
Cc: Joseph Kaller <joseph@kallerarchitects.com>; Laurie Yoder <laurie@kallerarchitects.com>; Michele Sherlock <michele@kallerarchitects.com>; allen konstam <allen@condrapg.com>; Rocky Kaller <rocky@kallerarchitects.com>
Subject: [EXT]Re: Update OM. TAC# 23-DP-73

Hi Liliana. We are waiting for your comments for this TAC application. What's the timeframe?

Thanks

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Liliana Beltran
Housing Inspector
City of Hollywood
Community Development Division
2600 Hollywood Blvd Suite 203
P.O. Box 229045
Hollywood, FL 33022-9045
Office: 954-924-2923
E-mail: LBELTRAN@hollywoodfl.org
www.hollywoodfl.org
Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

RE: [EXT]Re: Update OM. TAC# 23-DP-73

Jovan Douglas <JDOUGLAS@hollywoodfl.org>

Tue 4/9/2024 1:47 PM

To:Keith Poliakoff <Keith@govlawgroup.com>
Cc:Joseph Kaller <joseph@kallerarchitects.com>;Laurie Yoder <laurie@kallerarchitects.com>;Michele Sherlock <michele@kallerarchitects.com>;allen konstam <allen@condrapg.com>;Rocky Kaller <rocky@kallerarchitects.com>

Good afternoon Mr.Poliakoff,

Thank you for reaching out. Staff had some additional questions regarding the shared parking, which they clarified this morning; sign-off should occur this evening, if not already.

Sincerely,

Jovan Douglas
Division Director,
Parking and Code Compliance
2600 Hollywood Blvd.
Hollywood, FL 33022
Office: (954) 921-3535
Email: Jdouglas@hollywoodfl.org

***Notice**: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.*

From: Keith Poliakoff <Keith@govlawgroup.com>
Sent: Tuesday, April 9, 2024 1:37 PM
To: Jovan Douglas <JDOUGLAS@hollywoodfl.org>
Cc: Joseph Kaller <joseph@kallerarchitects.com>; Laurie Yoder <laurie@kallerarchitects.com>; Michele Sherlock <michele@kallerarchitects.com>; allen konstam <allen@condrapg.com>; Rocky Kaller <rocky@kallerarchitects.com>
Subject: [EXT]Re: Update OM. TAC# 23-DP-73

You don't often get email from keith@govlawgroup.com. Learn why this is important

Hi Jovan! Hope all is well. We are waiting for parking's comments on this application. Please advise timeframe.

Thanks

Government LAW GROUP

Keith M. Poliakoff, Esq.

kpoliakoff@govlawgroup.com
O: 954.909.0590 | M: 917.532.6492

200 S. Andrews Ave. | Suite 601 | Fort Lauderdale, FL 33301
Admitted in FL and NY

Fw: [EXT]OM Residential Mixed Use - TAC #23-DP-73

Michele Sherlock <michele@kallerarchitects.com>
Tue 1/16/2024 3:57 PM
To:Cameron Palmer <CPALMER@hollywoodfl.org>
Cc:Carmen Diaz <CDIAZ@hollywoodfl.org>

See email from Daniel Millien from PUBLIC WORKS below. Substantially Compliant.

KallerArchitecture_Logo_Black

Michele Sherlock | Senior Associate
2417 Hollywood Blvd Hollywood, FL 33020
t. 954 920 5746 **e.** michele@kallerarchitects.com
w. kallerarchitects.com
cid:image003.jpg@01D407FE.3D335950
cid:image004.jpg@01D407FE.3D335950
cid:image005.png@01D407FE.3D335950
cid:image006.jpg@01D407FE.3D335950

From: Daniel Millien <DMILLIEN@hollywoodfl.org>
Sent: Tuesday, January 16, 2024 3:54 PM
To: Michele Sherlock <michele@kallerarchitects.com>; Annalie Holmes <AHOLMES@hollywoodfl.org>
Subject: RE: [EXT]OM Residential Mixed Use - TAC #23-DP-73

Michele,

After review of the project's plans: ***Project 23-DP-73 (various property addresses – 2012 N. Surf Road) is approved by ESD (Environmental Services Division)***, with no comment.

Don't hesitate to contact me with any questions or concerns.

Dan-954.309.7172

From: Michele Sherlock <michele@kallerarchitects.com>
Sent: Tuesday, January 16, 2024 8:47 AM
To: Daniel Millien <DMILLIEN@hollywoodfl.org>; Annalie Holmes <AHOLMES@hollywoodfl.org>
Subject: Re: [EXT]OM Residential Mixed Use - TAC #23-DP-73

Hi Daniel,

Thank you for getting back to me so soon. I am not sure what happened, but the Planning Department should have distributed the plans for this project to your Department.

The link below has the Preliminary TAC submission that was put in September last year.

Thank you ..... please call me if you have any questions at all.

Michele

2

CITY OF HOLLYWOOD
DEVELOPMENT REVIEW BOARD

RESOLUTION NO. 07-DPV-56

A RESOLUTION OF THE CITY OF HOLLYWOOD DEVELOPMENT REVIEW BOARD APPROVING THE REQUEST FOR THREE VARIANCES, DESIGN REVIEW AND SITE PLAN APPROVAL FOR THE CONSTRUCTION OF 24 CONDOMINIUMS LOCATED AT 2101 AND 2205 SOUTH SURF ROAD, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the Development Review Board (the "Board") is charged with, among other things, the responsibility of considering requests for variances, design review and site plan approval; and

WHEREAS, the Board is duly empowered to grant variances and design review approval in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations and site plan approval pursuant to Chapter 162, Hollywood Municipal Code of Ordinances, and Section 5.3 of the Zoning and Land Development Regulations; and

WHEREAS, Dupont Hollywood Limited Partnership (the "Applicant"), in File Number 07-DPV-56, applied for three variances, design review approval and site plan approval for the construction of 24 condominiums located at 2101 and 2205 South Surf Road, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Development Review Board reviews and considers all applications/petitions for variances, design review and site plan approval, excluding certain exceptions not applicable herein; and

WHEREAS, the Board met and held an advertised public hearing to consider the Applicant's requests on November 13, 2008; and

WHEREAS, the Board reviewed the application for three variances, design review and site plan approval for the construction of 24 condominiums, reviewed the evidence submitted and testimony received at the public hearing, and the Board applied the criteria for granting the variances, design review and site plan approval as set forth in the City of Hollywood Zoning and Land Development Regulations at Section 5.3, and the Code of Ordinances at Section 155.08, and made the following findings:

City of Hollywood
Office of Planning
Room 315
2600 Hollywood Boulevard
Hollywood, FL 33022-9045

7

1. As to the variance to permit a total of 40 parking spaces (4 above the maximum allowed), the Board makes the following findings based on the criteria listed in Section 5.3(F) of the Zoning and Land Development Regulations:

a) That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects 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 requested variance is the minimum variance reasonably necessary.

2. As to the variance to waive the required 20 foot setback at a cross street to allow a 10 foot setback for the south residential building, the Board makes the following findings based on the criteria listed in Section 5.3(F) of the Zoning and Land Development Regulations:

a) That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects 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 requested variance is the minimum variance reasonably necessary.

3. As to the variance to waive the required 15 foot setback (10 feet allowed for 60% of building length) at the ocean front to allow for no setback for the south residential building, the Board makes the following findings based on the criteria listed in Section 5.3(F) of the Zoning and Land Development Regulations:

a) That the requested variance maintains the basic intent and purpose of the subject regulations, particularly as it affects 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.

e) That the requested variance is the minimum variance reasonably necessary.

4. As to the design review approval, the Board makes the following findings based on the criteria set forth in Section 5.3(I)(6) of the Zoning and Land Development Regulations:

a) The design of all existing and proposed buildings, drives, parking spaces, walkways, means of ingress and egress, landscaping structures, signs and lighting and screening devices is consistent with the City's Design Review Manual.

b) The dimensions of all buildings, structures, setbacks, parking spaces, height, lot coverage and any other information is consistent with the City's Design Review Manual.

c) The color, design, selection of landscape materials and architectural elements of exterior building surfaces are consistent with the City's Design Review Manual.

d) The design of the proposed development indicates a sensitivity to and is compatible with the natural environment. Particular attention must be paid to conserving clusters or groupings of naturally occurring trees and vegetation.

e) The design and layout of the site provide an efficient arrangement of buildings. Particular attention shall be given to safety, crime prevention, pedestrian sight lines and view corridors.

f) The design of pedestrian improvements within the site ensure that all parking spaces are conveniently arranged in terms of their relationship to the proposed structure, entrances, and exits.

g) The design of all lighting fixtures ensures safe movement of persons, vehicles and reflection on public property for security purposes and minimizes glare and reflection of adjacent properties.

h) Landscape and paving materials ensure that a complimentary relationship with the overall project will result from these improvements.

i) Buffering materials ensure that headlights of vehicles, noise, and light from structures are adequately shielded from public view and pedestrian areas.

j) The overall project complies with the architectural design standards listed in duly adopted Neighborhood Plans that apply to or affect the subject property or in the Comprehensive Plan should they exist.

k) The design reduces crime and the fear of crime through the use of Crime Prevention through Environmental Design Guidelines and Strategies.

5. As to the site plan approval, the Board finds that the site plan for the construction of 24 condominiums as submitted by the Applicant and reviewed by the Board, is substantially compliant with the site plan regulations as set forth in Chapter 162 of the Code of Ordinances, as well as all other matters associated with the approval of site plans;

(This space intentionally left blank.)

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 07-DPV-56)

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

Section 1: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the criteria listed herein for granting variances, the variance to waive the maximum 36 permitted parking spaces to permit a total of 40 parking spaces is hereby granted.

Section 2: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the criteria listed herein for granting variances, the variance to waive the required 20 foot setback at a cross street to allow a 10 foot setback for the south residential building is hereby granted.

Section 3: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the criteria listed herein for granting variances, the variance to waive the required 15 foot setback (10 feet allowed for 60% of building length) at the ocean front to allow for no setback for the south residential building is hereby granted.

Section 4: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the design review criteria, the design review approval is hereby granted based on the plans submitted by the Applicant and reviewed by the Board with the following conditions: i) Applicant shall ensure that Beach access is consistent with Beach Community Redevelopment Agency guidelines; ii) public parking spaces will be posted as such; iii) work with Staff to analyze south side Jasmine Terrace for improvements necessary for service vehicles.

Section 5: That following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, site plan approval for Applicant's portion of the development is hereby granted based upon the site plan submitted by the Applicant and reviewed by the Board with the following five conditions: i) cabanas shall be sold to unit owners only and shall be deed restricted so that any resale is restricted to a unit owner as well; ii) abandonment and dedication of beach public access easement must be approved by the City Commission prior to building permits. Improvements associated with the

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 07-DPV-56)

public beach access easement must receive a Certificate of Completion (C/C) and/or Certificate of Occupancy (C/O) prior to any residential units receiving a C/O; iii) an agreement between the Applicant and appropriate City staff, in coordination with the Beach Community Redevelopment Agency, outlining estimated timeframes and responsibilities for improvements within rights-of-way shall be completed prior to the issuance of residential building permits; iv) all amenities must receive a C/C or C/O prior to any residential units receiving C/Os; v) a unity of title, in a form acceptable to the City Attorney, must be submitted prior to the issuance of any building permits and recorded in the Public Records of Broward County prior to the issuance of a C/O.

Section 6: That the Office of Planning is hereby directed to forward a copy of this resolution to the applicant and the owner of the property with respect to which the request was made. This Resolution granting the variances will be delivered to the City Clerk to 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. A copy shall be furnished to any enforcement official.

PASSED AND ADOPTED THIS 13th DAY OF NOVEMBER, 2008.

RENDERED THIS 04th DAY OF December, 2008.

GARY BLOOM,
BOARD CHAIR

RICHARD SALTRICK,
SECRETARY

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the Development
Review Board of the City of Hollywood, Florida only

DENISE MANOS,
BOARD ATTORNEY

(DEVELOPMENT REVIEW BOARD RESOLUTION NO. 07-DPV-56)

LEGAL DESCRIPTION

PARCEL 1 (DRIFTWOOD)

Lots 1, 2, 6, 7, 28, 29 and 30, in Block 10, and Lots 3 and 4, in Block 11, and the North ½ of that portion of Jasmine Terrace, lying South of and adjacent to Lot 1, in Block 10, and the South ½ of that portion of Jasmine Terrace lying North of and adjacent to Lot 4, in Block 11, 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.

PARCEL 2 (BAGDAD)

Lots 3, 4 and 5, in Block 10, 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.

Said lands situate, lying and being in the City of Hollywood, Broward County, Florida, containing 41,604 Square Feet (0.9551 Acres) more or less.

Exhibit "A"

CITY OF HOLLYWOOD
PLANNING AND DEVELOPMENT BOARD

RESOLUTION NO. 12-DPV-48

A RESOLUTION OF THE CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD CONSIDERING A REQUEST FOR VARIANCES, DESIGN AND SITE PLAN APPROVAL, FOR THE CONSTRUCTION OF AN 8 UNIT CONDOMINIUM LOCATED AT 2900 N. OCEAN DRIVE, PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the Planning and Development Board (the "Board") is charged with, among other things, the responsibility of considering requests for variances, design, special exceptions and site plan approval; and

WHEREAS, the Board is duly empowered to grant variances, special exceptions, and design approvals in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations and site plan approval pursuant to Article 6 of the Zoning and Land Development Regulations; and

WHEREAS, Waterside Hollywood, LLC (the "Applicant"), has applied for a Variances, Design and Site Plan approval for the construction of an 8 unit condominium located at 2900 N. Ocean Drive, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Assistant Planning Director and the Planning and Development Services Administrator, following an analysis of the application and its associated documents have determined that the proposed request for a Variance, to increase the height requirement from 50 ft. to 54 ft., 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 approval; and

WHEREAS, the Assistant Director and the Planning and Development Services Administrator, following an analysis of the application and its associated documents have determined that the proposed request for a Variance, to increase the parking space requirement from 1.5 spaces per unit to 2 spaces per unit, 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 approval; and

7

WHEREAS, the Assistant Director and the Planning and Development Services Administrator, following an analysis of the application and its associated documents have determined that the proposed request for a Variance, to reduce the parking lot setback requirements from 21 ft. on the north to 7 ft. and from 21 ft. on the south to 11 ft., 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 approval; and

WHEREAS, the Assistant Director and the Planning and Development Services Administrator, following analysis of the application and its associated documents, have determined that the proposed request for Design approval meets the applicable criteria set forth in Section 5.3.I.4.of the Zoning and Land Development Regulations and therefore recommend approval of the Design; and

WHEREAS, the Technical Advisory Committee, following an analysis of the application and its associated documents, have determined that the proposed request for Site Plan approval does meet the review standards set forth in Article 6 of the Zoning and Land Development Regulations and have therefore recommended approval of the proposed Site Plan along with the following condition:

> That the Applicant shall submit a Unity of Title, in a form acceptable to the City Attorney, prior to the issuance of any building permits and the Unity of Title shall be recorded in the Public Records of Broward County immediately upon approval by the City Attorney.

; and

WHEREAS, on September 13, 2012 the Board met and held an advertised public hearing to consider the Applicant's requests; and

WHEREAS, the Board reviewed the application for the Variance to increase the height from 50 ft. to 54 ft., 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.

; and

WHEREAS, the Board reviewed the application for the Variance to increase the parking space requirement from 1.5 parking spaces per unit to 2 parking spaces per unit, 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;

c) 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.

; and

WHEREAS, the Board reviewed the application for the Variance to reduce the parking lot setback requirement from 21 ft. on the north to 7 ft., and from 21 ft. on the south to 11 ft., 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;

d) 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.

; and

WHEREAS, the Board reviewed the application and the Department of Planning and Development Services staff report and recommendations for the Design approval and considered the following criteria pursuant to Section 5.3.I.4.a. (1) through (4) of the City's Zoning and Land Development Regulations:

1) The Architectural details are commensurate with the building mass. Design of the building(s) considered aesthetics and functionality, including the relationship of the pedestrian with the built environment;

2) Compatibility. There is an appropriate relationship between existing architectural styles and proposed construction, including how each building along the street relates to the whole and the pattern created with adjacent structures and the surrounding neighborhood. The Building contains architectural details that are characteristic of the surrounding neighborhood;

3) Scale/Massing. The Building is proportionate in scale, with a height which is consistent with the surrounding structures. The Building mass reflects a simple composition of basic architectural details in relation to its length, width, height, lot coverage, and setting of the structure in context with adjacent buildings. The Architectural details include, but are not limited to, banding, molding, and fenestration; and

4) Landscaping. The Landscaped areas contain a variety of native and other compatible plant types and forms, and are carefully integrated with existing buildings and paved areas. Existing mature trees and other significant plants on the site have been preserved.

; and

WHEREAS, the Board reviewed the application and the Department of Planning and Development Services staff report and the Technical Advisory Committee's recommendation with the condition for the Site Plan approval and considered the Site Plan review standards set forth in Article 6 of the Zoning and Land Developments;

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

Section 1: 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 2900 N. Ocean Drive, to increase the height from 50 ft. to 54 ft., the Board finds that the necessary criteria have been met, and the requested Variance is hereby **approved.**

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 2900 N. Ocean Drive, to increase the parking space requirement from 1.5 parking spaces per unit to 2 parking spaces per unit., the Board finds that the necessary criteria have been met, and the requested Variance is hereby **approved.**

Section 3: 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 2900 N. Ocean Drive, to reduce the parking lot setback requirement from 21 ft. on the north to 7 ft. and from 21 ft. on the south to 11 ft., the Board finds that the necessary criteria have been met, and the requested Variance is hereby **approved.**

Section 4: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Design criteria set forth herein, the Board finds that the necessary criteria have been met, and the Design is hereby **approved.**

Section 5: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Site Plan review standards set forth in Article 6 of the Zoning and Land Development Regulations, the Board finds that the necessary review standards have been met, and Site Plan is hereby **approved with the following conditions:**

(a) The dock configuration shown on the Site Plan is conditioned upon the Applicant obtaining any and all permits and approvals required by other governmental agencies.

(b) That the Applicant shall submit a Unity of Title, in a form acceptable to the City Attorney, prior to the issuance of any building permits and the Unity of Title shall be recorded in the Public Records of Broward County immediately upon approval by the City Attorney.

Section 6: That, the Variances 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 o this Resolution.

Section 7: That the Applicant shall have up to 24 months from the date of this Design approval to apply for all necessary building permits required to proceed with construction. Failure to submit an application within the require time period shall render all approvals null and void.

Section 8: That the Applicant shall have up to 24 months from the date of Site Plan approval to apply for a valid construction permit. Failure to submit an application within the require time period shall render all approvals null and void.

Section 9: That the Department of Planning and Development Services is hereby directed to forward a copy of this resolution to the Applicant/Owner of the property with respect to which the request was made. This Resolution will be delivered to the City Clerk to 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. A copy shall be furnished to any enforcement official.

PASSED AND ADOPTED THIS 13th DAY OF September, 2012.

RENDERED THIS 1 DAY OF October, 2012.

ATTEST:

JOSEPH KALLER, Secretary

JOHN PASSALACQUA, Chair

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

JEFFREY P. SHEFFEL, BOARD COUNSEL

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOTS 21, 22, 23 AND 24, LESS THE EAST 12.83 FEET THEREOF, BLOCK "B" HOLLYWOOD BEACH SECOND ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THAT PORTION OF FLORIDA COAST LINE CANAL AND TRANSPORTATION COMPANY'S CANAL, ACCORDING TO THE PLAT OF HOLLYWOOD BEACH SECOND ADDITION, RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF LOT 21, BLOCK "B" OF SAID PLAT, THENCE NORTH 05°15'34" EAST, A DISTANCE OF 167.08 FEET ALONG THE WEST LINE OF SAID BLOCK "B"; THENCE SOUTH 87°24'34" WEST, A DISTANCE OF 50.47 FEET ALONG AN EXTENSION OF THE NORTH LINE OF LOT 24; THENCE SOUTH 05°15'34" WEST, A DISTANCE OF 167.08 FEET; THENCE NORTH 87°24'34" EAST, A DISTANCE OF 50.47 FEET ALONG AN EXTENSION OF THE SOUTH LINE OF SAID LOT 21 TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 19,471 SQUARE FEET (0.45 ACRES) MORE OF LESS.

CITY OF HOLLYWOOD
PLANNING AND DEVELOPMENT BOARD

RESOLUTION NO. 12-DPV-68

A RESOLUTION OF THE CITY OF HOLLYWOOD PLANNING AND DEVELOPMENT BOARD CONSIDERING A REQUEST FOR A VARIANCE, DESIGN AND SITE PLAN APPROVAL, FOR THE CONSTRUCTION OF TOWNHOMES LOCATED AT 2800 N. OCEAN DRIVE, PURSUANT TO THE PROVISIONS OF THE CITY OF HOLLYWOOD ZONING AND LAND DEVELOPMENT REGULATIONS.

WHEREAS, the Planning and Development Board (the "Board") is charged with, among other things, the responsibility of considering requests for variances, design, special exceptions and site plan approval; and

WHEREAS, the Board is duly empowered to grant variances, special exceptions, and design approvals in accordance with the guidelines and procedures found in Section 5.3 of the City's Zoning and Land Development Regulations and site plan approval pursuant to Article 6 of the Zoning and Land Development Regulations; and

WHEREAS, Sunset Harbor Residences, LLC (the "Applicant"), has applied for a Variance, Design and Site Plan approval for the construction of ten (10) townhomes located at 2800 N. Ocean Drive, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Assistant Planning Director and Planning and Development Services Administrator, following an analysis of the application and its associated documents have determined that the proposed request for a Variance, to waive the maximum parking restriction of 1.5 cars per unit to allow 2 cars per unit, 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 approval; and

WHEREAS, the Assistant Planning Director and the Planning and Development Services Administrator, following analysis of the application and its associated documents, have determined that the proposed request for Design approval meets the applicable criteria set forth in Section 5.3.I.4.of the Zoning and Land Development Regulations and therefore recommend approval of the Design; and

WHEREAS, the Technical Advisory Committee, following an analysis of the application and its associated documents, have determined that the proposed request for Site Plan approval does meet the review standards set forth in Article 6 of

5

the Zoning and Land Development Regulations and have therefore recommended approval of the proposed Site Plan along with the following condition:

> That the Applicant shall submit a Unity of Title, in a form acceptable to the City Attorney, prior to the issuance of any building permits and the Unity of Title shall be recorded in the Public Records of Broward County immediately upon approval by the City Attorney.

; and

WHEREAS, on March 14, 2013 the Board met and held an advertised public hearing to consider the Applicant's requests; and

WHEREAS, the Board reviewed the application for the Variance to waive the maximum parking restriction of 1.5 cars per unit to allow 2 cars per unit, 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.

; and

WHEREAS, the Board reviewed the application and the Department of Planning and Development Services staff report and recommendations for the Design approval and considered the following criteria pursuant to Section 5.3.I.4.a. (1) through (4) of the City's Zoning and Land Development Regulations:

1) The Architectural details are commensurate with the building mass. Design of the building(s) considered aesthetics and functionality, including the relationship of the pedestrian with the built environment;

2) Compatibility. There is an appropriate relationship between existing architectural styles and proposed construction, including how each building along the street relates to the whole and the pattern created with adjacent structures and the surrounding neighborhood. The Building contains architectural details that are characteristic of the surrounding neighborhood;

3) Scale/Massing. The Building is proportionate in scale, with a height which is consistent with the surrounding structures. The Building mass reflects a simple composition of basic architectural details in relation to its length, width, height, lot coverage, and setting of the structure in context with adjacent buildings. The Architectural details include, but are not limited to, banding, molding, and fenestration; and

4) Landscaping. The Landscaped areas contain a variety of native and other compatible plant types and forms, and are carefully integrated with existing buildings and paved areas. Existing mature trees and other significant plants on the site have been preserved.

; and

WHEREAS, the Board reviewed the application and the Department of Planning and Development Services staff report and the Technical Advisory Committee's recommendation with the condition for the Site Plan approval and considered the Site Plan review standards set forth in Article 6 of the Zoning and Land Developments;

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

Section 1: 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 288 N. Ocean Drive, to waive the maximum parking restriction of 1.5 cars per unit to allow 2 cars per unit, the Board finds that the necessary criteria have been met, and the requested Variance is hereby **approved.**

Section 2: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Design criteria set forth herein, the Board finds that the necessary criteria have been met, and the Design is hereby **approved.**

Section 3: That, following review of the Staff Summary Report, the Applicant's application and supporting documents and materials, all submitted written and oral testimony received during the public hearing from all parties and speakers, and the consideration of the Site Plan review standards set forth in Article 6 of the Zoning

and Land Development Regulations, the Board finds that the necessary review standards have been met, and Site Plan is hereby **approved with the following condition:**

> That the Applicant shall submit a Unity of Title, in a form acceptable to the City Attorney, prior to the issuance of any building permits and the Unity of Title shall be recorded in the Public Records of Broward County immediately upon approval by the City Attorney.

Section 4: 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 o this Resolution.

Section 5: That the Applicant shall have up to 24 months from the date of this Design approval to apply for all necessary building permits required to proceed with construction. Failure to submit an application within the require time period shall render all approvals null and void.

Section 6: That the Applicant shall have up to 24 months from the date of Site Plan approval to apply for a valid construction permit. Failure to submit an application within the require time period shall render all approvals null and void.

Section 7: That the Department of Planning and Development Services is hereby directed to forward a copy of this resolution to the Applicant/Owner of the property with respect to which the request was made. This Resolution will be delivered to the City Clerk to 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. A copy shall be furnished to any enforcement official.

PASSED AND ADOPTED THIS 14th DAY OF March, 2013.

RENDERED THIS 8 DAY OF April, 2013.

ATTEST:

JOSEPH KALLER, Secretary

JOHN PASSALACQUA, Chair

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

DEBRA REESE, BOARD COUNSEL

Exhibit "A"

Legal Description

Parcel 1:

Lot Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20), Block "B", *HOLLYWOOD BEACH SECOND ADDITION*, according to the plat thereof, recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, less therefrom the following described real property:

The Easterly 12.83 feet of Lots 16, 17, 18, 19 and 20, Block B, of said Subdivision as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, in Section 12, Township 51 South, Range 42 East, being that part of said lots lying within 35 feet of the Baseline of Survey according to the Right-of-Way map of Section 86030-2503, State Road A-1-A.

Parcel 2:

The North 25 feet of Lot 13, LESS the Easterly 12.83 feet thereof, Lot 14, LESS the Easterly 12.83 feet thereof and Lot 15, LESS the Easterly 12.83 feet thereof, of Block "B", *HOLLYWOOD BEACH SECOND ADDITION*, according to the plat thereof recorded in Plat Book 4, at Page 6, of the Public Records of Broward County, Florida.

AND that portion of the *FLORIDA EAST COAST CANAL*, as recorded in Plat Book 17, Page 22-A of the Public Records of Broward County, Florida, described as follows:

From the Southwest corner of the North 25 feet of Lot 13, Block B of *HOLLYWOOD BEACH SECOND ADDITION*, as recorded in Plat Book 4, Page 6, of the Public Records of Broward County, Florida, run North 5 degrees 56 minutes 21 seconds East, 107.01 feet along the West line of said Block B, thence South 88 degrees 05 minutes 13 seconds West, 50.47 feet along an extension of the North line of Lot 15; thence South 5 degrees 56 minutes 21 seconds West, 107.01 feet; thence North 88 degrees 05 minutes 13 seconds East, 50.47 feet along an extension of the South line of the North 25 feet of Lot 13 to the POINT OF BEGINNING.

Parcel 3:

That portion of the *FLORIDA EAST COAST CANAL*, as recorded in Plat Book 17, Page 22A of the Public Records of Broward County, Florida; described as follows:

From the Southwest corner of Lot 16, Block B, of *HOLLYWOOD BEACH SECOND ADDITION*, as recorded in Plat Book 4, Page 6 of the Public Records of Broward County, Florida; run North 05 degrees 56 minutes 21 seconds East, 207.08 feet along the West line of said Block B; thence South 88 degrees 05 minutes 13 seconds West, 50.47 feet along an extension of the North line of Lot 20; thence South 05 degrees 56 minutes 21 seconds West, 207.08 feet; thence North 88 degrees 05 minutes 13 seconds East, 50.47 feet along an extension of the South line of said Lot 16 to the POINT OF BEGINNING.

Subject to Perpetual Easement contained in Grant recorded in O.R. Book 4409, Page 125, Public Records of Broward County, Florida.

CITY OF Hollywood

DEVELOPMENT SERVICES
PLANNING DIVISION

GENERAL APPLICATION

APPLICATION DATE: 6-3-24

2600 Hollywood Blvd
Room 315
Hollywood, FL 33022
Tel: (954) 921-3471
Email: Development@Hollywoodfl.org

SUBMISSION REQUIREMENTS:

- One set of signed & sealed plans *(i.e. Architect or Engineer)*
- One electronic **combined** PDF submission *(max. 25mb)*
- Completed Application Checklist
- Application fee

NOTE:

- This application must be **completed in full** and submitted with all documents to be placed on a Board or Committee's agenda.
- The applicant is responsible for obtaining the appropriate checklist for each type of application.
- Applicant(s) or their authorized legal agent must be present at all Board or Committee meetings.

CLICK HERE FOR FORMS, CHECKLISTS, & MEETING DATES

APPLICATION TYPE (CHECK ALL THAT APPLIES):

- ☑ Technical Advisory Committee
- ☐ Art in Public Places Committee
- ☐ Variance
- ☐ Planning and Development Board
- ☐ Historic Preservation Board
- ☐ Special Exception
- ☐ City Commission
- ☐ Administrative Approval

PROPERTY INFORMATION

Location Address: 2007 & 2115 N. Ocean Blv.; 309, 333 & c341 Oklahoma St.; 320 % 324 McKinley St.; 320, 322, 324, & 326 Nebraska St.; 2012 N. Surf Rd.

Lot(s): 1-22 & 9, 10, 13-18 Block(s): 9 & 10 Subdivision: Hollywood Beach 1st ed.

Folio Number(s): 514212011370, 60, 40, 30, 20, 80, 514212NT0010 & 514212011510, 21, 30, 50

Zoning Classification: BRT-25-C, BWK-25-HD-C Land Use Classification: COMMERCIAL

Existing Property Use: HOTEL/ MOTEL Sq Ft/Number of Units: 123 hotel rooms

Is the request the result of a violation notice? ☐ Yes ☑ No **If yes**, attach a copy of violation.

Has this property been presented to the City before? If yes, check al that apply and provide File Number(s) and Resolution(s): 23-DP-73

DEVELOPMENT PROPOSAL

Explanation of Request: Final TAC review and sign off of a 17 Story Mixed Use Residential Building, a 7 story Garage with Retail Bays and a 2 story Beach Club

Phased Project: Yes ☐ No ☑ Number of Phases: ____

Project	Proposal
Units/rooms (# of units)	# UNITS: 282 #Rooms ____
Proposed Non-Residential Uses	35107 S.F.)
Open Space (% and SQ.FT.)	Required %: ____ (Area: ____ S.F.)
Parking (# of spaces)	PARK. SPACES: (# 358)
Height (# of stories)	(# STORIES) 17 (183'-0" FT.)
Gross Floor Area (SQ. FT)	Lot(s) Gross Area (391,609 FT.)

Name of Current Property Owner: **Allen Konstam etal**

Address of Property Owner: 983 E 12th Street, Brooklyn NY 11230

Telephone: 971 494 9723 Email Address: allen@condrapg.com

Applicant **Keith Poliakoff** Consultant ☐ Representative ☑ Tenant ☐

Address: 200 S. Andrews Ave., Fort Lauderdale FL 33301 Telephone: 954 909 0590

Email Address: kpoliakoff@govlawgroup.com

Email Address #2: Joseph Kaller - joseph@kallerachitects.com

Date of Purchase: ____ Is there an option to purchase the Property? Yes ☐ No ☐

If Yes, Attach Copy of the Contract.

Noticing Agent (FTAC & Board submissions only) : **Cutro and Associates - Christina Mattews**

E-mail Address: cutroplanning@yahoo.com

CITY OF Hollywood
DEVELOPMENT SERVICES
PLANNING DIVISION

GENERAL APPLICATION

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

The applicant/owner(s) signature certifies that he/she has been made aware of the criteria, regulations and guidelines applicable to the request. This information can be obtained in Room 315 of City Hall or on our website at www.hollywoodfl.org. The owner(s) further certifies that when required by applicable law, including but not limited to the City's Zoning and Land Development Regulations, they will post the site with a sign provided by the Office of Planning and Development Services. The owner(s) will photograph the sign the day of posting and submit photographs to the Office of Planning and Development Services as required by applicable law. Failure to post the sign will result in violation of State and Municipal Notification Requirements and Laws.

(I)(We) certify that (I) (we) understand and will comply with the provisions and regulations of the City's Zoning and Land Development Regulations, Design Guidelines, Design Guidelines for Historic Properties and City's Comprehensive Plan as they apply to this project. (I)(We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my)(our) knowledge. (I)(We) understand that the application and attachments become part of the official public records of the City and are not returnable.

Signature of Current Owner: _____ Date: 6/11/24

PRINT NAME: Mark Drachman Date: _____

Signature of Consultant/Representative: _____ Date: 6/11/24

PRINT NAME: Joseph B. Kaller Date: 6/11/24

Signature of Tenant: _____ Date: _____

PRINT NAME: _____ Date: _____

Current Owner Power of Attorney

I am the current owner of the described real property and that I am aware of the nature and effect the request for Final TAC Review to my property, which is hereby made by me or I am hereby authorizing Joseph B. Kaller to be my legal representative before the Technical Advisory (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me
this 11 day of JUNE 2024

_____
Signature of Current Owner

Mark Drachman
Print Name

_____
Notary Public
State of Florida

NOTARY PUBLIC STATE OF FLORIDA
TIM YODER
Commission # HH 228977
Expires February 15, 2026

My Commission Expires: _____ (Check One) [✓] Personally known to me; OR [ ] Produced Identification _____

CITY OF Hollywood
DEVELOPMENT SERVICES
PLANNING DIVISION

GENERAL APPLICATION

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

The applicant/owner(s) signature certifies that he/she has been made aware of the criteria, regulations and guidelines applicable to the request. This information can be obtained in Room 315 of City Hall or on our website at www.hollywoodfl.org. The owner(s) further certifies that when required by applicable law, including but not limited to the City's Zoning and Land Development Regulations, they will post the site with a sign provided by the Office of Planning and Development Services. The owner(s) will photograph the sign the day of posting and submit photographs to the Office of Planning and Development Services as required by applicable law. Failure to post the sign will result in violation of State and Municipal Notification Requirements and Laws.

(I)(We) certify that (I) (we) understand and will comply with the provisions and regulations of the City's Zoning and Land Development Regulations, Design Guidelines, Design Guidelines for Historic Properties and City's Comprehensive Plan as they apply to this project. (I)(We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my)(our) knowledge. (I)(We) understand that the application and attachments become part of the official public records of the City and are not returnable.

Signature of Current Owner: _____ Date: 6/11/24

PRINT NAME: IRA Chaimowitz Date: _____

Signature of Consultant/Representative: _____ Date: 6/11/24

PRINT NAME: Joseph B. Kaller Date: 6/11/24

Signature of Tenant: _____ Date: _____

PRINT NAME: _____ Date: _____

Current Owner Power of Attorney

I am the current owner of the described real property and that I am aware of the nature and effect the request for Final TAC Review to my property, which is hereby made by me or I am hereby authorizing Joseph B. Kaller to be my legal representative before the Technical Advisory (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me
this 11 day of June 2024

_____
Signature of Current Owner

_____
Notary Public
State of Florida

NOTARY PUBLIC STATE OF FLORIDA
TIM YODER
Commission # HH 228977
Expires February 15, 2026

Ira Chaimowitz
Print Name

My Commission Expires: _____ (Check One) [✓] Personally known to me; OR [ ] Produced Identification _____

CITY OF Hollywood
DEVELOPMENT SERVICES
PLANNING DIVISION

GENERAL APPLICATION

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

The applicant/owner(s) signature certifies that he/she has been made aware of the criteria, regulations and guidelines applicable to the request. This information can be obtained in Room 315 of City Hall or on our website at www.hollywoodfl.org. The owner(s) further certifies that when required by applicable law, including but not limited to the City's Zoning and Land Development Regulations, they will post the site with a sign provided by the Office of Planning and Development Services. The owner(s) will photograph the sign the day of posting and submit photographs to the Office of Planning and Development Services as required by applicable law. Failure to post the sign will result in violation of State and Municipal Notification Requirements and Laws.

(I)(We) certify that (I) (we) understand and will comply with the provisions and regulations of the City's Zoning and Land Development Regulations, Design Guidelines, Design Guidelines for Historic Properties and City's Comprehensive Plan as they apply to this project. (I)(We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my)(our) knowledge. (I)(We) understand that the application and attachments become part of the official public records of the City and are not returnable.

Signature of Current Owner: Allen Korstam Date: 6.11.24

PRINT NAME: Allen Korstam Date: _____

Signature of Consultant/Representative: Joseph B Kaller Date: 6/11/24

PRINT NAME: Joseph B. Kaller. Date: 6/11/24

Signature of Tenant: _____ Date: _____

PRINT NAME: _____ Date: _____

Current Owner Power of Attorney

I am the current owner of the described real property and that I am aware of the nature and effect the request for Final TAC Review to my property, which is hereby made by me or I am hereby authorizing Joseph B. Kaller to be my legal representative before the Technical Advisory (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me
this 11 day of June 2024

Allen Korstam
Signature of Current Owner

Notary Public
State of Florida

TIM YODER
Commission # HH 228977
Expires February 15, 2026

Allen Korstam
Print Name

My Commission Expires: _____ (Check One) [✓] Personally known to me; OR [ ] Produced Identification _____

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	309 OKLAHOMA STREET, HOLLYWOOD FL 33019	ID #	5142 12 01 1330
Property Owner	CPG309 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-08
Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 6,7 BLK 9		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$298,270	$1,779,610	$2,077,880	$2,077,880	
2022	$298,270	$1,502,490	$1,800,760	$1,800,760	$38,961.13
2021	$298,270	$1,114,160	$1,412,430	$1,412,430	$30,978.48

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,077,880	$2,077,880	$2,077,880	$2,077,880
Portability	0	0	0	0
Assessed/SOH	$2,077,880	$2,077,880	$2,077,880	$2,077,880
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,077,880	$2,077,880	$2,077,880	$2,077,880

Sales History

Date	Type	Price	Book/Page or CIN
1/21/2022	SWD-D	$2,100,000	117896861
7/9/2021	WD-Q	$1,920,000	117437676
12/1/2014	WD-Q	$1,300,000	112691698
6/2/2009	WD-Q	$1,000,000	46360 / 21
3/29/2007	WD-Q	$855,000	43861 / 1384

Land Calculations

Price	Factor	Type
$45.07	6,618	SF
Adj. Bldg. S.F. (Card, Sketch)		4048
Units		9
Eff./Act. Year Built: 1965/1952		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
4048								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #1, HOLLYWOOD FL 33019	ID #	5142 12 NT 0010
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 1

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$32,170	$289,540	$321,710	$321,710	
2022	$23,180	$208,660	$231,840	$136,600	$3,745.51
2021	$12,560	$113,000	$125,560	$124,190	$2,924.57

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$321,710	$321,710	$321,710	$321,710
Portability	0	0	0	0
Assessed/SOH	$321,710	$321,710	$321,710	$321,710
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$321,710	$321,710	$321,710	$321,710

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		705
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #2, HOLLYWOOD FL 33019	ID #	5142 12 NT 0020
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 2

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$27,970	$251,770	$279,740	$279,740	
2022	$20,160	$181,440	$201,600	$91,280	$1,954.41
2021	$10,920	$98,260	$109,180	$84,960	$1,577.31

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$279,740	$279,740	$279,740	$279,740
Portability	0	0	0	0
Assessed/SOH	$279,740	$279,740	$279,740	$279,740
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$279,740	$279,740	$279,740	$279,740

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820
3/6/2006	CPT	$86,000	45111 / 1698

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		705
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #3, HOLLYWOOD FL 33019	ID #	5142 12 NT 0030
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 3

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$26,580	$239,180	$265,760	$265,760	
2022	$19,150	$172,370	$191,520	$112,820	$3,149.94
2021	$10,370	$93,340	$103,710	$102,570	$2,471.19

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$265,760	$265,760	$265,760	$265,760
Portability	0	0	0	0
Assessed/SOH	$265,760	$265,760	$265,760	$265,760
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$265,760	$265,760	$265,760	$265,760

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		699
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #4, HOLLYWOOD FL 33019	ID #	5142 12 NT 0040
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 4

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$29,370	$264,360	$293,730	$293,730	
2022	$21,170	$190,510	$211,680	$124,720	$3,447.87
2021	$11,460	$103,170	$114,630	$113,390	$2,697.98

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$293,730	$293,730	$293,730	$293,730
Portability	0	0	0	0
Assessed/SOH	$293,730	$293,730	$293,730	$293,730
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$293,730	$293,730	$293,730	$293,730

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		699
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #5, HOLLYWOOD FL 33019	ID #	5142 12 NT 0050
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 5

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$32,170	$289,540	$321,710	$321,710	
2022	$23,180	$208,660	$231,840	$136,600	$3,745.51
2021	$12,560	$113,000	$125,560	$124,190	$2,924.57

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$321,710	$321,710	$321,710	$321,710
Portability	0	0	0	0
Assessed/SOH	$321,710	$321,710	$321,710	$321,710
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$321,710	$321,710	$321,710	$321,710

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		687
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #6, HOLLYWOOD FL 33019-3401	ID #	5142 12 NT 0060
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 6

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$32,170	$289,540	$321,710	$321,710	
2022	$23,180	$208,660	$231,840	$138,110	$3,767.60
2021	$12,560	$113,000	$125,560	$125,560	$2,944.34

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$321,710	$321,710	$321,710	$321,710
Portability	0	0	0	0
Assessed/SOH	$321,710	$321,710	$321,710	$321,710
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$321,710	$321,710	$321,710	$321,710

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820
4/9/2002	CPT	$80,000	45112 / 396

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		687
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #7, HOLLYWOOD FL 33019	ID #	5142 12 NT 0070
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 7

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$32,170	$289,540	$321,710	$321,710	
2022	$23,180	$208,660	$231,840	$136,600	$3,745.51
2021	$12,560	$113,000	$125,560	$124,190	$2,924.57

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$321,710	$321,710	$321,710	$321,710
Portability	0	0	0	0
Assessed/SOH	$321,710	$321,710	$321,710	$321,710
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$321,710	$321,710	$321,710	$321,710

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		669
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #8, HOLLYWOOD FL 33019	ID #	5142 12 NT 0080
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 8

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$27,970	$251,770	$279,740	$279,740	
2022	$20,160	$181,440	$201,600	$118,760	$3,298.74
2021	$10,920	$98,260	$109,180	$107,970	$2,584.52

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$279,740	$279,740	$279,740	$279,740
Portability	0	0	0	0
Assessed/SOH	$279,740	$279,740	$279,740	$279,740
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$279,740	$279,740	$279,740	$279,740

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		656
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #9, HOLLYWOOD FL 33019	ID #	5142 12 NT 0090
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$29,370	$264,360	$293,730	$293,730	
2022	$21,170	$190,510	$211,680	$124,720	$3,447.87
2021	$11,460	$103,170	$114,630	$113,390	$2,697.98

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$293,730	$293,730	$293,730	$293,730
Portability	0	0	0	0
Assessed/SOH	$293,730	$293,730	$293,730	$293,730
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$293,730	$293,730	$293,730	$293,730

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		656
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 MCKINLEY STREET #10, HOLLYWOOD FL 33019	ID #	5142 12 NT 0100
Property Owner	ASTRID 7 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$34,970	$314,710	$349,680	$349,680	
2022	$25,200	$226,800	$252,000	$252,000	$5,558.36
2021	$13,650	$122,820	$136,470	$136,470	$3,172.39

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$349,680	$349,680	$349,680	$349,680
Portability	0	0	0	0
Assessed/SOH	$349,680	$349,680	$349,680	$349,680
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$349,680	$349,680	$349,680	$349,680

Sales History

Date	Type	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	118518316
2/4/2022	SW*-E	$3,800,000	117928820
3/26/2021	CPT-Q	$280,000	117151239
9/11/2019	CPT-T	$100	116047517
3/20/2008	DVC-T		45513 / 1436

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
Adj. Bldg. S.F.		613
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	320 NEBRASKA STREET, HOLLYWOOD FL 33019	ID #	5142 12 01 1550
Property Owner	JW CPG HOLLYWOOD2 LLC PELLEGRINO NACHUM LLC ETAL	Millage	0513
		Use	39-08
Mailing Address	4326 POST AVE MIAMI BEACH FL 33140		

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 18 & 19 BLK 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$298,140	$1,996,180	$2,294,320	$2,294,320	
2022	$298,140	$1,996,180	$2,294,320	$2,294,320	$49,214.96
2021	$298,140	$1,101,290	$1,399,430	$1,399,430	$30,706.76

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,294,320	$2,294,320	$2,294,320	$2,294,320
Portability	0	0	0	0
Assessed/SOH	$2,294,320	$2,294,320	$2,294,320	$2,294,320
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,294,320	$2,294,320	$2,294,320	$2,294,320

Sales History

Date	Type	Price	Book/Page or CIN
3/11/2022	QCD-T	$100	118020958
11/16/2021	WD-Q	$2,700,000	117750274
6/26/2018	WD-Q	$1,800,000	115190691
4/21/2014	DRR-T	$100	112250462
10/30/2013	WD-Q	$1,120,000	111938475

Land Calculations

Price	Factor	Type
$45.07	6,615	SF
Adj. Bldg. S.F. (Card, Sketch)		3997
Units		7
Eff./Act. Year Built: 1994/1994		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
3997								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	322-324 NEBRASKA STREET, HOLLYWOOD FL 33019	ID #	5142 12 01 1530
Property Owner	OLIVERA, MARIA	Millage	0513
Mailing Address	322 NEBRASKA ST HOLLYWOOD FL 33019-3439	Use	08-03

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 17 BLK 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$149,000	$764,940	$913,940	$729,150	
2022	$149,000	$603,190	$752,190	$662,870	$15,288.53
2021	$149,000	$453,610	$602,610	$602,610	$13,555.29

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$913,940	$913,940	$913,940	$913,940
Portability	0	0	0	0
Assessed/SOH	$729,150	$913,940	$729,150	$729,150
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$729,150	$913,940	$729,150	$729,150

Sales History

Date	Type	Price	Book/Page or CIN
11/25/2003	WD	$370,000	36542 / 1342
5/3/2001	WD	$270,000	31621 / 633
5/12/1999	WD	$230,000	29529 / 272
5/4/1999	WD	$205,000	29452 / 1500
2/16/1996	WD	$185,500	24530 / 317

Land Calculations

Price	Factor	Type
$45.07	3,306	SF
Adj. Bldg. S.F. (Card, Sketch)		1670
Units		3
Eff./Act. Year Built: 1965/1939		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
3								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	324 MCKINLEY STREET #1-8, HOLLYWOOD FL 33019	ID #	5142 12 01 1380
Property Owner	JULIA 2 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-08

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 16,17 BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$298,230	$878,740	$1,176,970	$1,003,420	
2022	$298,230	$741,970	$1,040,200	$912,200	$20,521.84
2021	$298,230	$531,050	$829,280	$829,280	$18,072.96

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,176,970	$1,176,970	$1,176,970	$1,176,970
Portability	0	0	0	0
Assessed/SOH	$1,003,420	$1,176,970	$1,003,420	$1,003,420
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,003,420	$1,176,970	$1,003,420	$1,003,420

Sales History

Date	Type	Price	Book/Page or CIN
11/11/2008	SWD-O	$405,000	45807 / 1112
11/30/2004	WD	$810,000	38644 / 60
12/17/2003	WD	$510,000	36654 / 349
10/26/2001	DRR		32282 / 1264
7/31/2001	WD	$358,000	31978 / 1310

Land Calculations

Price	Factor	Type
$45.07	6,617	SF
Adj. Bldg. S.F. (Card, Sketch)		2292
Units		8
Eff./Act. Year Built: 1960/1941		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
2292								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	326 NEBRASKA STREET, HOLLYWOOD FL 33019-3439	ID #	5142 12 01 1521
Property Owner	PARADISE JULIA TERRACE LLC YS REAL ESTATE INVESTMENTS LLC	Millage	0513
		Use	39-08
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312		

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 16 BLK 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$149,000	$1,142,050	$1,291,050	$1,291,050	
2022	$149,000	$993,170	$1,142,170	$846,480	$20,185.82
2021	$149,000	$620,530	$769,530	$769,530	$16,824.10

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,291,050	$1,291,050	$1,291,050	$1,291,050
Portability	0	0	0	0
Assessed/SOH	$1,291,050	$1,291,050	$1,291,050	$1,291,050
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,291,050	$1,291,050	$1,291,050	$1,291,050

Sales History

Date	Type	Price	Book/Page or CIN
3/14/2022	WD*-E	$1,600,000	118017316
8/20/2019	WD*-D	$1,325,000	116005367
8/25/2014	WD-D	$600,000	112501256
8/1/1988	QCD	$100	15703 / 775
10/1/1968	WD	$25,000	

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$45.07	3,306	SF
Adj. Bldg. S.F. (Card, Sketch)		1900
Units		5
Eff./Act. Year Built: 1970/1954		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
1900								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	333 OKLAHOMA STREET, HOLLYWOOD FL 33019	ID #	5142 12 01 1340
Property Owner	JULIA 1 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-04

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 8 THRU 11 BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$596,500	$2,017,370	$2,613,870	$2,109,290	
2022	$596,500	$2,017,370	$2,613,870	$1,917,540	$45,661.55
2021	$596,500	$1,328,420	$1,924,920	$1,743,220	$39,066.55

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,613,870	$2,613,870	$2,613,870	$2,613,870
Portability	0	0	0	0
Assessed/SOH	$2,109,290	$2,613,870	$2,109,290	$2,109,290
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,109,290	$2,613,870	$2,109,290	$2,109,290

Sales History

Date	Type	Price	Book/Page or CIN
11/11/2008	SWD-Q	$1,025,000	45807 / 1205
6/4/2004	WD	$1,375,000	37617 / 1229
10/1/2001	WD	$968,000	32231 / 1894
10/5/2000	WD	$840,000	30994 / 1801

Land Calculations

Price	Factor	Type
$45.07	13,235	SF
Adj. Bldg. S.F. (Card, Sketch)		4971
Units		14
Eff./Act. Year Built: 1963/1941		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
4971								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	341 OKLAHOMA STREET #1-4, HOLLYWOOD FL 33019	ID #	5142 12 01 1360
Property Owner	ASTRID 2 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	08-04

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 12 LESS RD R/W BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$180,280	$1,000,550	$1,180,830	$1,180,830	
2022	$180,280	$1,000,550	$1,180,830	$1,180,830	$25,823.98
2021	$180,280	$1,000,550	$1,180,830	$1,180,830	$25,960.77

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,180,830	$1,180,830	$1,180,830	$1,180,830
Portability	0	0	0	0
Assessed/SOH	$1,180,830	$1,180,830	$1,180,830	$1,180,830
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,180,830	$1,180,830	$1,180,830	$1,180,830

Sales History

Date	Type	Price	Book/Page or CIN
8/4/2022	WD-D	$900,000	118330462
3/15/2017	DRR-T	$100	114276544
2/17/2017	WD-T	$100	114229176
5/15/2015	WD-Q	$865,000	113029302
1/16/2013	WD-Q	$840,000	111458070

Land Calculations

Price	Factor	Type
$45.07	4,000	SF
Adj. Bldg. S.F. (Card, Sketch)		2593
Units		4
Eff./Act. Year Built: 1968/1954		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
4								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	2007 N OCEAN DRIVE, HOLLYWOOD FL 33019	ID #	5142 12 01 1370
Property Owner	JW CPG HOLLYWOOD1 LLC PELLEGRINO NACHUM LLC	Millage	0513
		Use	39-08
Mailing Address	118 S FORMOSA AVE LOS ANGELES CA 90036		

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 13 THRU 15 LESS RD R/W BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$481,210	$3,216,110	$3,697,320	$3,697,320	
2022	$481,210	$3,216,110	$3,697,320	$3,697,320	$79,892.58
2021	$481,210	$1,507,480	$1,988,690	$1,988,690	$44,460.01

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$3,697,320	$3,697,320	$3,697,320	$3,697,320
Portability	0	0	0	0
Assessed/SOH	$3,697,320	$3,697,320	$3,697,320	$3,697,320
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$3,697,320	$3,697,320	$3,697,320	$3,697,320

Sales History

Date	Type	Price	Book/Page or CIN
3/2/2022	QCD-T	$100	118023954
12/6/2021	WD-Q	$4,250,000	117815277
11/14/2013	WD-Q	$807,500	111942529
10/20/2000	WD	$499,000	30955 / 691
11/3/1995	CET	$100	24122 / 396

Land Calculations

Price	Factor	Type
$45.07	10,677	SF
Adj. Bldg. S.F. (Card, Sketch)		5459
Units		13
Eff./Act. Year Built: 1981/1947		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
5459								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	2012 N SURF ROAD, HOLLYWOOD FL 33019	ID #	5142 12 01 1320
Property Owner	ASTRID 10 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-08

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 1 THRU 5, 21 & 22, BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$1,961,890	$6,771,660	$8,733,550	$8,733,550	
2022	$1,961,890	$6,771,660	$8,733,550	$7,120,990	$163,979.38
2021	$1,961,890	$4,511,740	$6,473,630	$6,473,630	$141,074.65

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$8,733,550	$8,733,550	$8,733,550	$8,733,550
Portability	0	0	0	0
Assessed/SOH	$8,733,550	$8,733,550	$8,733,550	$8,733,550
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$8,733,550	$8,733,550	$8,733,550	$8,733,550

Sales History

Date	Type	Price	Book/Page or CIN
1/21/2022	WD-D	$10,800,000	117904084
4/24/2019	WD-Q	$8,100,000	115773124
10/28/2013	TD-D	$7,200,000	111900098

Land Calculations

Price	Factor	Type
$85.00	23,081	SF
Adj. Bldg. S.F. (Card, Sketch)		16913
Units		29
Eff./Act. Year Built: 1984/1983		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
16913								

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	2115 N OCEAN DRIVE, HOLLYWOOD FL 33019	ID #	5142 12 01 1510
Property Owner	ASTRID 4 LLC	Millage	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	Use	39-08

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 13,14 & 15 BLK 10, LESS POR OF SAID LOTS FOR RD R/W PER R/W MAP 12-13 B, LESS ADDITIONAL POR OF LOT 14 BLK 10 FOR RD R/W PER MISC MAP 8-197 B AS SHOWN

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$536,150	$2,309,030	$2,845,180	$2,152,200	
2022	$536,150	$1,940,250	$2,476,400	$1,956,550	$46,918.72
2021	$536,150	$1,242,540	$1,778,690	$1,778,690	$40,070.75

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,845,180	$2,845,180	$2,845,180	$2,845,180
Portability	0	0	0	0
Assessed/SOH	$2,152,200	$2,845,180	$2,152,200	$2,152,200
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,152,200	$2,845,180	$2,152,200	$2,152,200

Sales History

Date	Type	Price	Book/Page or CIN
6/18/2018	WD-Q	$2,193,000	115180975
10/1/2010	WD-Q	$1,200,000	47426 / 1507
9/5/2001	WD*	$1,000,000	32119 / 1309
6/14/1993	QC*	$100	20832 / 846
1/1/1966	WD	$100,000	

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$45.07	11,896	SF
Adj. Bldg. S.F. (Card, Sketch)		7081
Units		21
Eff./Act. Year Built: 1970/1969		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
7081								

Detail by Entity Name

Florida Limited Liability Company
ASTRID 2 LLC

Filing Information

Document Number	L12000141827
FEI/EIN Number	35-2459970
Date Filed	11/08/2012
Effective Date	11/07/2012
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/06/2014

Principal Address

315 ROOSEVELT STREET
HOLLYWOOD, FL 33019

Mailing Address

3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Registered Agent Name & Address

EISENMANN M, ARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGRM

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Title MGR

EISENMANN A, STRID
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2021	03/25/2021
2022	04/13/2022
2023	01/19/2023

Document Images

01/19/2023 -- ANNUAL REPORT	View image in PDF format
04/13/2022 -- ANNUAL REPORT	View image in PDF format
03/25/2021 -- ANNUAL REPORT	View image in PDF format
06/10/2020 -- ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
10/06/2014 -- REINSTATEMENT	View image in PDF format
10/28/2013 -- REINSTATEMENT	View image in PDF format
11/08/2012 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
ASTRID 4 LLC

Filing Information

Document Number	L18000142243
FEI/EIN Number	83-0822088
Date Filed	06/08/2018
Effective Date	06/27/2018
State	FL
Status	ACTIVE

Principal Address

2115 N. OCEAN DRIVE
HOLLYWOOD, FL 33019

Mailing Address

3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312 UN

Registered Agent Name & Address

EISENMANN, MARC
3350 SW 57TH PLACE, FORT LAUDE
FORT LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2021	03/31/2021
2022	04/12/2022
2023	04/24/2023

Document Images

04/24/2023 -- ANNUAL REPORT	View image in PDF format
04/12/2022 -- ANNUAL REPORT	View image in PDF format
03/31/2021 -- ANNUAL REPORT	View image in PDF format
06/10/2020 -- ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
06/08/2018 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
ASTRID 7 LLC

Filing Information

Document Number	L21000449581
FEI/EIN Number	87-3062820
Date Filed	10/15/2021
Effective Date	10/14/2021
State	FL
Status	ACTIVE

Principal Address

2710 N. OCEAN DR.
HOLLYWOOD, FL 33019

Mailing Address

3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312 UN

Registered Agent Name & Address

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2022	04/12/2022
2023	04/24/2023

Document Images

04/24/2023 -- ANNUAL REPORT View image in PDF format

04/12/2022 -- ANNUAL REPORT	View image in PDF format
10/15/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
ASTRID 10 LLC

Filing Information

Document Number	L21000513368
FEI/EIN Number	87-3820279
Date Filed	12/03/2021
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/28/2021
Event Effective Date	NONE

Principal Address

3350 SW 57TH PL
FORT LAUDERDALE, FL 33312 UN

Changed: 01/26/2022

Mailing Address

3350 SW 57TH PL
FORT LAUDERDALE, FL 33312 UN

Registered Agent Name & Address

EISENMANN, Marc
3350 SW 57TH PL
FORT LAUDERDALE, FL 33312

Name Changed: 01/05/2022

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PL, MARC EISENMANN
FORT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date

2022	01/05/2022
2023	04/24/2023

Document Images

04/24/2023 -- ANNUAL REPORT	View image in PDF format
01/05/2022 -- ANNUAL REPORT	View image in PDF format
12/28/2021 -- LC Amendment	View image in PDF format
12/03/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
CPG309, LLC

Filing Information

Document Number	L21000533722
FEI/EIN Number	87-4171519
Date Filed	12/20/2021
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/23/2023

Principal Address

309 Oklahoma st.
hollywood, FL 33019

Changed: 02/23/2023

Mailing Address

3350 SW 57 PL
FORT LAUDERDALE, FL 33312

Changed: 02/23/2023

Registered Agent Name & Address

EISENMANN, MARC
155 OFFICE PLAZA DR., SUITE A
TALLAHASSEE, FL 32301

Name Changed: 02/23/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

DRACHMAN, MARK
753 KEARNY DRIVE
VALLEY STREAM, NY 11581

Title AMBR/MANAGER

CHAIMOVITS, IRA
2320 AVENUE M
BROOKLYN, NY 11230

Title AMBR

KONSTAM, ALLEN
1719 E. 33RD STREET
BROOKLYN, NY 11234

Annual Reports

Report Year	Filed Date
2022	02/23/2023
2023	02/23/2023

Document Images

02/23/2023 -- REINSTATEMENT	View image in PDF format
01/25/2022 -- LC Amended and Restated Art	View image in PDF format
12/20/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
JULIA 1 LLC

Filing Information

Document Number	L08000098291
FEI/EIN Number	26-3603967
Date Filed	10/20/2008
Effective Date	10/17/2008
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/04/2014

Principal Address

333 OKLAHOMA ST.
HOLLYWOOD, FL 33019

Changed: 02/06/2009

Mailing Address

3350 SW 57TH PL
FT. LAUDERDALE, FL 33312

Registered Agent Name & Address

EISENMANN, MARC
3350 SW 57TH PL
FT LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PL
FT LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2021	03/25/2021
2022	04/13/2022

2023	04/24/2023

Document Images

04/24/2023 -- ANNUAL REPORT	View image in PDF format
04/13/2022 -- ANNUAL REPORT	View image in PDF format
03/25/2021 -- ANNUAL REPORT	View image in PDF format
06/10/2020 -- ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
02/02/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
02/04/2014 -- REINSTATEMENT	View image in PDF format
03/30/2012 -- REINSTATEMENT	View image in PDF format
02/17/2010 -- ANNUAL REPORT	View image in PDF format
02/06/2009 -- ANNUAL REPORT	View image in PDF format
10/20/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
JULIA 2 LLC

Filing Information

Document Number	L08000098297
FEI/EIN Number	26-3604011
Date Filed	10/20/2008
Effective Date	10/17/2008
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/04/2014

Principal Address

324 MCKINLEY ST.
HOLLYWOOD, FL 33019

Changed: 02/06/2009

Mailing Address

3350 SW 57TH PL
FT. LAUDERDALE, FL 33312

Registered Agent Name & Address

EISENMANN, MARC
3350 SW 57TH PL
FT. LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PL
FT. LAUDERDALE, FL 33312

Annual Reports

Report Year	Filed Date
2021	03/31/2021
2022	04/13/2022

2023	04/24/2023

Document Images

04/24/2023 -- ANNUAL REPORT	View image in PDF format
04/13/2022 -- ANNUAL REPORT	View image in PDF format
03/31/2021 -- ANNUAL REPORT	View image in PDF format
06/10/2020 -- ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
02/02/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
02/04/2014 -- REINSTATEMENT	View image in PDF format
03/30/2012 -- REINSTATEMENT	View image in PDF format
02/17/2010 -- ANNUAL REPORT	View image in PDF format
02/06/2009 -- ANNUAL REPORT	View image in PDF format
10/20/2008 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
JW CPG HOLLYWOOD1, LLC

Filing Information

Document Number	L22000016256
FEI/EIN Number	87-4436231
Date Filed	01/13/2022
State	FL
Status	ACTIVE

Principal Address

118 S. FORMOSA AVE
LOS ANGELES, CA 90036

Mailing Address

118 S. FORMOSA AVE
LOS ANGELES, CA 90036

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308

Address Changed: 04/27/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

FRIEDMAN, JUDITH
118 S. FORMOSA AVE
LOS ANGELES, CA 90036

Annual Reports

Report Year	Filed Date
2023	07/17/2023

Document Images

07/17/2023 -- ANNUAL REPORT	View image in PDF format
01/13/2022 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
JW CPG HOLLYWOOD2, LLC

Filing Information

Document Number	L22000016265
FEI/EIN Number	87-4466185
Date Filed	01/13/2022
State	FL
Status	ACTIVE

Principal Address

118 S. Formosa Ave.
Los Angeles, CA 90036

Changed: 07/17/2023

Mailing Address

118 S. Formosa Ave.
Los Angeles, CA 90036

Changed: 07/17/2023

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308

Address Changed: 04/27/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

FRIEDMAN, JUDITH
118 S. FORMOSA AVE
LOS ANGELES, CA 90036

Annual Reports

Report Year	Filed Date

2023	07/17/2023

Document Images

07/17/2023 -- ANNUAL REPORT	View image in PDF format
01/13/2022 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
PARADISE JULIA TERRACE LLC

Filing Information

Document Number	L18000209104
FEI/EIN Number	83-1800108
Date Filed	08/31/2018
Effective Date	08/31/2018
State	FL
Status	ACTIVE

Principal Address

1907 N. SURF RD.
HOLLYWOOD, FL 33021 UN

Mailing Address

3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312 UN

Registered Agent Name & Address

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PLACE
FORT LAUDERDALE, FL 33312 UN

Annual Reports

Report Year	Filed Date
2021	03/31/2021
2022	04/12/2022
2023	04/24/2023

Document Images

04/24/2023 -- ANNUAL REPORT	View image in PDF format
04/12/2022 -- ANNUAL REPORT	View image in PDF format
03/31/2021 -- ANNUAL REPORT	View image in PDF format
06/10/2020 -- ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
08/31/2018 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Detail by Entity Name

Florida Limited Liability Company
PELLEGRINO NACHUM LLC

Filing Information

Document Number	L22000023654
FEI/EIN Number	NONE
Date Filed	01/21/2022
State	FL
Status	ACTIVE

Principal Address

3350 SW 57TH PL
FT LAUDERDALE, FL 33312

Mailing Address

3350 SW 57TH PL
FT LAUDERDALE, FL 33312

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE
SUITE A
TALLAHASSEE, FL 32308

Address Changed: 04/27/2023

Authorized Person(s) Detail

Name & Address

Title MGR

EISENMANN, MARC
3350 SW 57TH PL
FT LAUDERDALE, FL 33312

Annual Reports

No Annual Reports Filed

Document Images

01/21/2022 -- Florida Limited Liability View image in PDF format

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102176
Street Address: 320 NEBRASKA STREET
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lots 18 and 19, Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: JW CPG Hollywood2, LLC, a Florida limited liability company, Pellegrino Nachum LLC, a Florida limited liability company, L&M Integrities LLC, a Florida limited liability company, and Mimi B & Family LLC, a Florida limited liability company, as tenants in common

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 of 4

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1550

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: ___X_____ Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 24, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102176
Street Address: 320 NEBRASKA STREET
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from A.V. Bailey and Theodore Bailey, her husband, to Maria V. Albright, dated September 21, 1937, filed October 1, 1937, and recorded in Deed Book 301, Page 1.**

2. **Warranty Deed from Lucille Astorina, individually and as Personal Representative of the Estate of Maria Herdeg, also known as Maie V. Herdeg, and also known as Maria V. Albright, Deceased, to Lucille Astorino, dated February 4, 1988, filed February 9, 1988, and recorded in Official Records Book 15179, Page 229.**

3. **Warranty Deed from Lucille Astorino, a married woman, to Samuel P. Sambataro, dated June 10, 1988, filed June 30, 1988, and recorded in Official Records Book 15565, Page 122.**

4. **Warranty Deed from Samuel P. Sambataro, a married man, to Mario Plante and Denyse Plante, husband and wife, dated October 16, 1991, filed October 24, 1991, and recorded in Official Records Book 18857, Page 860.**

5. **Warranty Deed from Mario Plante and Denyse Plante, husband and wife, Hollywood By The Sea, LLC, a New Hampshire limited liability company, dated April 29, 2003, filed January 29, 2004, and recorded in Official Records Book 36834, Page 621.**

6. **Warranty Deed from Hollywood By The Sea, LLC, a New Hampshire limited liability company, to Aventura 1973, LLC, a Florida Limited Liability Company, dated October 30, 2013, filed November 19, 2013, and recorded in Official Records Book 50343, Page 1080; Corrective Warranty Deed filed April 28, 2014, and recorded in Official Records Book 50732, Page 1041.**

7. **Warranty Deed from Aventura 1973, LLC, a Florida Limited Liability Company, to Nueva Biarritz LLC, a Florida Limited Liability Company, dated June 26, 2018, filed July 10, 2018, and recorded in Instrument # 115190691.**

8. **Warranty Deed from Biarritz LLC, a Florida limited liability company, to L&M Integrities LLC, a Florida limited liability company, Mimi B & Family, a Florida limited liability company, JW Beverly LLC, a California limited liability company, dated November 18, 2021, filed November 19, 2021, and recorded in Instrument # 117750274.**

9. **Quitclaim Deed from L&M Integrities LLC, a Florida limited liability company, Mimi B & Family, a Florida limited liability company, and JW Beverly LLC, a California limited liability company, to JW CPG Hollywood2, LLC, a Florida limited liability company, Pellegrino Nachum LLC, a Florida limited liability company, L&M Integrities LLC, a Florida limited liability company, and Mimi B & Family LLC, a Florida limited liability company, as tenants in common, dated March 15, 2022, filed March 21, 2022, and recorded in Instrument # 118020958.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102176
Street Address: 320 NEBRASKA STREET
County: Broward

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage and Security Agreement; Collateral Assignment of Lease, Profits and Rents between JW CPG Hollywood2, LLC, a Florida limited liability company, Pellegrino Nachum LLC, a Florida limited liability company, L&M Integrities LLC, a Florida limited liability company, and Mimi B & Family LLC, a Florida limited liability company, and Banesco USA, a State chartered bank, dated March 15, 2022, filed March 21, 2022, and recorded in Instrument # 118020959.**

2. **UCC Financing Statement Form filed March 21, 2022, and recorded in Instrument # 118020960.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**

3. **Ordinance No. 86-90 filed December 26, 1966, and recorded in Official Records Book 14022, Page 900; Re-recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

4. **Declaration of Covenants, Conditions and Restrictions filed August 19, 1992, and recorded in Official Records Book 19796, Page 307.**

5. **Perpetual Palm Tree Easement filed May 14, 1998, and recorded in Official Records Book 28220, Page 750.**

6. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510**

7. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

8. **Right of Entry Permit and Temporary Construction Easement Agreement filed January 17, 2017, and recorded in Instrument # 114152532.**

RIGHT-OF-WAY:

NONE

NAME SEARCH:

JW CPG Hollywood2, LLC
Pellegrino Nachum LLC
L&M Integrities LLC
Mimi B & Family

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102176
Street Address: 320 NEBRASKA STREET
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	**320 NEBRASKA STREET, HOLLYWOOD FL 33019**	ID #	5142 12 01 1550
Property Owner	JW CPG HOLLYWOOD2 LLC PELLEGRINO NACHUM LLC ETAL	**Millage**	0513
		Use	39-08
Mailing Address	118 S FORMOSA AVE LOS ANGELES CA 90036		

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 18 & 19 BLK 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	**Assessed / SOH Value**	**Tax**
2023*	$298,140	$1,996,180	$2,294,320	$2,294,320	
2022	$298,140	$1,996,180	$2,294,320	$2,294,320	$49,214.96
2021	$298,140	$1,101,290	$1,399,430	$1,399,430	$30,706.76

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,294,320	$2,294,320	$2,294,320	$2,294,320
Portability	0	0	0	0
Assessed/SOH	$2,294,320	$2,294,320	$2,294,320	$2,294,320
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,294,320	$2,294,320	$2,294,320	$2,294,320

Sales History

Date	**Type**	Price	Book/Page or CIN
3/11/2022	QCD-T	$100	**118020958**
11/16/2021	WD-Q	$2,700,000	**117750274**
6/26/2018	WD-Q	$1,800,000	**115190691**
4/21/2014	DRR-T	$100	**112250462**
10/30/2013	WD-Q	$1,120,000	**111938475**

Land Calculations

Price	Factor	**Type**
$45.07	6,615	SF
Adj. Bldg. S.F. (Card, Sketch)		3997
Units		7
Eff./Act. Year Built: 1994/1994		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
3997								

Real Estate Account #514212-01-1550

Owner:
JW CPG HOLLYWOOD2 LLC
PELLEGRINO NACHUM LLC ETAL

Situs:
320 NEBRASKA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687355	--	0513	$0.00	**PAID** Print (PDF)

If paid by: Mar 31, 2023
Please pay: $0.00

Combined taxes and assessments: $49,214.96

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

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	$2,294,320.00	$0.00	$2,294,320.00	$12,688.97
VOTED DEBT	0.13840	$2,294,320.00	$0.00	$2,294,320.00	$317.53
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$2,294,320.00	$0.00	$2,294,320.00	$10,212.02
CAPITAL OUTLAY	1.50000	$2,294,320.00	$0.00	$2,294,320.00	$3,441.48
VOTER APPROVED DEBT LEVY	0.18730	$2,294,320.00	$0.00	$2,294,320.00	$429.73
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	$2,294,320.00	$0.00	$2,294,320.00	$75.02
OKEECHOBEE BASIN	0.10260	$2,294,320.00	$0.00	$2,294,320.00	$235.40
SFWMD DISTRICT	0.09480	$2,294,320.00	$0.00	$2,294,320.00	$217.50
SOUTH BROWARD HOSPITAL	0.10100	$2,294,320.00	$0.00	$2,294,320.00	$231.73
Total Ad Valorem Taxes	**20.77520**				**$47,664.96**

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$2,294,320.00	$0.00	$2,294,320.00	$1,032.44
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	$2,294,320.00	$0.00	$2,294,320.00	$17,130.54
DEBT SERVICE	0.68830	$2,294,320.00	$0.00	$2,294,320.00	$1,579.18
FL INLAND NAVIGATION	0.03200	$2,294,320.00	$0.00	$2,294,320.00	$73.42
Total Ad Valorem Taxes	**20.77520**				**$47,664.96**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$1,322.00
HLWD FIRE INSPECTION		$228.00
Total Non-Ad Valorem Assessments		**$1,550.00**

Parcel Details

Owner: JW CPG HOLLYWOOD2 LLC PELLEGRINO NACHUM LLC ETAL

Situs: 320 NEBRASKA ST

Account 514212-01-1550

Alternate Key 687355

Millage code 0513 - HOLLYWOOD 0513

Millage rate 20.77520

Assessed value: $2,294,320

School assessed value: $2,294,320

2022 TAX AMOUNTS

Ad valorem: $47,664.96

Non-ad valorem: $1,550.00

Total Discountable: $49,214.96

Total tax: $49,214.96

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOTS 18 & 19 BLK 10

LOCATION

Book, page, item: --

Property class:

Township: 51

Range: 42

Section: 12

Use code: 39

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

© 2019–2023 Grant Street Group. All rights reserved.

Search > Account Summary

Real Estate Account #514212-01-1550

Owner:
JW CPG HOLLYWOOD2 LLC
PELLEGRINO NACHUM LLC ETAL

Situs:
320 NEBRASKA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **03/26/2023** for **$49,214.96**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $49,214.96	03/26/2023	**Receipt** #WWW-22-00210288	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $29,478.49	11/19/2021	**Receipt** #WWW-21-00074018	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $36,459.49	04/23/2021	**Receipt** #WWW-20-00201926	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $35,554.18	05/01/2020	**Receipt** #WWW-19-00175280	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $29,453.02	05/06/2019	**Receipt** #WWW-18-00167230	Print (PDF)
2017 Annual Bill	$0.00	**Paid** $27,336.10	03/16/2018	**Receipt** #01A-17-00004905	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $25,757.74	05/22/2017	**Receipt** #02A-16-00004577	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $24,680.50	02/08/2016	**Receipt** #WWW-15-00095668	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $25,126.03	03/05/2015	**Receipt** #04B-14-00007163	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $14,593.84	11/15/2013	**Receipt** #04B-13-00001168	Print (PDF)
2012 Annual Bill	$0.00	**Paid** $14,394.24	12/31/2012	**Receipt** #LBX-12-00159969	Print (PDF)
2011 Annual Bill	$0.00	**Paid** $14,055.72	12/31/2011	**Receipt** #LBX-11-00183896	Print (PDF)
2010 Annual Bill	$0.00	**Paid** $15,251.51	03/25/2011	**Receipt** #032-10-00002398	Print (PDF)
2009					
2009 Annual Bill	$0.00	**Paid** $17,126.31	03/25/2011	**Receipt** #032-10-00002398	Print (PDF)
Certificate #17650		**Redeemed**	03/25/2011	**Face** $16,304.82, **Rate** 5.25%	
		Paid $17,126.31			
2008					
2008 Annual Bill	$0.00	**Paid** $15,005.66	03/25/2011	**Receipt** #032-10-00002398	Print (PDF)
Certificate #21829		**Redeemed**	03/25/2011	**Face** $12,675.56, **Rate** 10%	
		Paid $15,005.66			
2007 Annual Bill	$0.00	**Paid** $11,981.95	12/01/2007	**Receipt** #2007-7472353	Print (PDF)
2006 Annual Bill	$0.00	**Paid** $12,260.55	11/30/2006	**Receipt** #2006-7173229	Print (PDF)
2005 Annual Bill	$0.00	**Paid** $9,974.84	12/15/2005	**Receipt** #2005-2007098	Print (PDF)
Total Amount Due	**$0.00**				

BILL	AMOUNT DUE	STATUS			ACTION
2004 Annual Bill	$0.00	**Paid** $8,831.20	11/23/2004	**Receipt** #2004-9108806	Print (PDF)
Total Amount Due	**$0.00**				

© 2019-2023 Grant Street Group. All rights reserved.

WARRANTY DEED

DREW'S FORM R. E. 4 REV.

175095

This Indenture,

Rec 301 pg 1

Made this 21st *day of* September *, A. D. 19* 27.

Between [illegible] and [illegible], her husband,

of the County of [illegible] *and State of* [illegible]

party 1st *of the first part, and* [illegible] V. ALBRIGHT,

of the County of Cook *and State of* Illinois

party 2 *of the second part.* **Witnesseth,** *that the said party* 1st *of the first part, for and in consideration of the sum of* [illegible] *Dollars, to* him *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 party 2 *of the second part and* his *heirs and assigns forever, all that certain parcel of land lying and being in the County of* [illegible] *and State of* [illegible] *more particularly described as follows:*

[illegible]

Together *with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.* **To Have and to Hold** *the same in fee simple forever.*

And the said party 1st *of the first part do* covenant *with the said party* 2 *of the second part that* he *is lawfully seized of the said premises, that they are free from all incumbrances and that* he *has good right and lawful authority to sell the same, and the said party* 1st *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 above written.

Signed, sealed and delivered in our presence:

[illegible]

State of Florida xx NEW YORK

County of NEW YORK

I Hereby Certify, *That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared* A.V.B.BAILEY and THEODORUS BAILEY, her husband,

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

And I Further Certify, *That the said* A.V.B.Bailey *known to me to be the wife of the said* Theodorus Bailey *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* [illegible] *day of* September, [illegible] *A. D. 19* [illegible]

[illegible]

My commission expires [illegible] *day of* [illegible] *A. D. 19* [illegible]

Warranty Deed

[illegible] Bailey, et vir.

To

[illegible] Albright

Date

Abstract of Description

State of Florida.
County of

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

[illegible] Clerk.

[illegible] D. C.

RECEIVED
FILED FOR RECORD
OCT-1 1937

179095

INDEXED

STATE OF FLORIDA
COUNTY OF BROWARD }

This instrument filed for record the [illegible] day of Oct. 1937 and recorded in book 301 of Deeds on page 1 RECORD VERIFIED.

E. R. BENNETT, Clerk of the Circuit Court
By [illegible] D. C.

88052281

RECORD AND RETURN TO:

This instrument was prepared by:
JOHN E. AURELIUS
JAMES, BIELEJESKI & AURELIUS, P.A.
4307 North Federal Highway
FORT LAUDERDALE, FLORIDA 33308

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 4th day of February 19 88, **Between** LUCILLE ASTORINO, individually and as Personal Representative of the Estate of Maria Herdeg, also known as Marie V. Herdeg, and also known as Maria V. Albright, Deceased,

of the County of Brevard, State of Florida, grantor*, and

LUCILLE ASTORINO

whose post office address is 3525 James Road, Cocoa, Florida 32228

of the County of Brevard, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of Ten and no/100---------- 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 Broward County, Florida, to-wit:

Lots 18 and 19, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

$ .55 Recorded in Broward County for Documentary Stamp Tax as required by law
Margaret Harris Deputy

'88 FEB 9 PM 1 22

BK15179PG229

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under the grantor herein.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Witness: [signature]
Witness: [signature]

[signature] (Seal)
LUCILLE ASTORINO, individually and as Personal Representative of the Estate of (Seal)
Maria Herdeg, a/k/a Marie V. Herdeg, a/k/a Maria V. Albright (Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared LUCILLE ASTORINO, individually and as Personal Representative of the Estate of Maria Herdeg, a/k/a Marie V. Herdeg, a/k/a Maria V. Albright, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that s he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of February 19 88.

[signature] Notary Public

My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: OCT. 6, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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

NOTARY PUBLIC STATE OF FLORIDA

5.00
1.00

88258621

605.00 has been Paid in Broward County for Documentary Stamp tax as required by law.
Kathy Milligano Deputy

This instrument was prepared by:
JOHN E. AURELIUS
JAMES, BIELEJESKI & AURELIUS, P.A.
4367 North Federal Highway
FORT LAUDERDALE, FLORIDA 33308

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 10 day of June 1988, **Between**

LUCILLE ASTORINO, a married woman

of the County of Brevard, State of Florida, grantor*, and

SAMUEL P. SAMBATARO

whose post office address is 2120 Surf Road, Hollywood 33019

of the County of Broward, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of -------$10.00----------
----------Ten and 00/100---------- 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 Broward County, Florida, to-wit:

Lots 18 and 19, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

Subject to restrictions, reservations, easements and limitations of record, if any, and taxes for the year 1988, and all subsequent years.

GRANTOR COVENANTS AND WARRANTS THAT THE ABOVE DESCRIBED REAL PROPERTY DOES NOT CONSTITUTE ANY PORTION OF HER HOMESTEAD, AND THAT, IN FACT, SHE RESIDES AT: 3525 James Road, Cocoa, Florida 32228

JUN 30 11 08 AM '88

BK 15565 PG 122

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

② Jane S Sawyer
③ Lucille Astorino

① Lucille Astorino (Seal)
LUCILLE ASTORINO
(Seal)
RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
(Seal)
L. A. HESTER
COUNTY ADMINISTRATOR
(Seal)

STATE OF FLORIDA
COUNTY OF BREVARD
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared
LUCILLE ASTORINO
to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that S he executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 10 ④ day of June 19 88.

⑤ Marion Shuss
Notary Public
(SEAL)

My commission expires: ⑥ RECORD & RETURN TO :
TOWN & COUNTRY TITLE
499 N.W.70th Ave
Plantation Fla.
88-2802 33317

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: JAN. 15, 1992.

91424691

Stamps $ 600.00 Tax $ _____
Documentary Intangible
Recorded in Broward County as required by law
Peggy Vicat
Deputy Clerk

Parcel ID Number: 90-1-1212-01-15500-61-15400--56
Grantee #1 TIN: 002-42-7288
Grantee #2 TIN: 001-46-7336

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, Made this 16th day of October, 1991 A.D., Between **SAMUEL SAMBATARO, a married man,**

of the County of Broward, State of Florida, **grantor,** and **MARIO PLANTE and DENYSE PLANTE, husband and wife,**

whose address is: 9 OLD DERRY RD, HUDSON, New Hampshire 03051

of the County of , State of New Hampshire, **grantees.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ..... DOLLARS, ... TEN & NO/100($10.00) ..... and other good and valuable consideration to GRANTOR in hand paid by 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 the county of Broward State of Florida to wit:

LOTS 18 AND 19, BLOCK 10, HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 1990.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 2120 SURF RD HOLLYWOOD, FL .

THOSE CERTAIN DEDICATIONS AND EASEMENTS AS SHOWN ON THE PLAT OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF

(Continued on attached)

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

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

Signed, sealed and delivered in our presence:

Pearl Goodman

Stanley T. Szczebak

SAMUEL SAMBATARO (Seal)

(Seal)

(Seal)

(Seal)

STATE OF Florida
COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgements, personally appeared SAMUEL SAMBATARO, a married man,

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 17th day of October, 1991.

This Document Prepared By:
STANLEY T. SZCZEBAK
1816 HARRISON ST.,
HOLLYWOOD, , FL 33020

NOTARY PUBLIC, STATE OF Florida Stanley T. Szczebak
My Commission Expires: STANLEY T. SZCZEBAK State of Florida My Comm. Exp. March 1, 1995 Bonded thru General Insurance Underwriters

1991 OCT 24 PM 3:02

BK18857PG0860

9
15
R

BROWARD COUNTY, FLORIDA.
TERMS AND PROVISIONS OF ALL AGREEMENTS AND FRANCHISES PERTAINING TO THE COST, INSTALLATION, OPERATION AND MAINTENANCE OF GAS, WATER AND/OR SEWER FACILITIES.
ANY LIEN ARISING UNDER CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES BY ANY WATER, SEWER OR GAS SYSTEM SERVICING THE LANDS DESCRIBED HEREIN.

BK 8857 PG 0861

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY FLORIDA
COUNTY ADMINISTRATOR

/

THIS INSTRUMENT PREPARED BY:
RECORD AND RETURN TO:
PATRICK K. MINNIHAN, Paralegal
Tarlow, Breed, Hart, Murphy & Rodgers, P.C.
21 Custom House Street
Boston, MA 02110

Parcel ID Number: 90-1-1212-01-15500-61-15400--56

WARRANTY DEED

THIS INDENTURE, Made this 29th day of April, 2003 A.D., Between MARIO PLANTE and DENYSE PLANTE, husband and wife, whose address is 9 Old Derry Road, Hudson, New Hampshire 03051, Grantors, and HOLLYWOOD BY THE SEA, LLC, a New Hampshire limited liability company, with a principal mailing address at 9 Old Derry Road, Hudson, New Hampshire 03051, Grantee.

WITNESSETH: That the Grantors, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in Broward County, State of Florida, to wit:

LOTS 18 AND 19, BLOCK 10, HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2002.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantors. The Grantors' HOMESTEAD address is 9 Old Derry Road, Hudson, New Hampshire.

THOSE CERTAIN DEDICATIONS AND EASEMENTS AS SHOWN ON THE PLAT OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

TERMS AND PROVISIONS OF ALL AGREEMENTS AND FRANCISES PERTAINING TO THE COST, INSTALLATION, OPERATION AND MAINTENACE OF GAS, WATER AND/OR SEWER FACILITIES.

ANY LIEN ARISING UNDER CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES BY ANY WATER, SEWER OR GAS SYSTEM SERVICING THE LANDS DESCRIBED HEREIN.

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

This conveyance is exempt from the documentary stamp tax pursuant to FLORIDA DEPARTMENT OF REVENUE v. KURO, INC. 728 So.2d 201 (Fla. 1998).

(3)

THIS INSTRUMENT PREPARED BY:
RECORD AND RETURN TO:
PATRICK K. MINNIHAN, Paralegal
Tarlow, Breed, Hart, Murphy & Rodgers, P.C.
21 Custom House Street
Boston, MA 02110

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature
Printed Name: KOREEK CAMPA

Witness Signature
Printed Name: PATRICK MINNIHAN

Witness Signature
Printed Name: KOREEK CAMPA

Witness Signature
Printed Name: PATRICK MINNIHAN

Mario Plante
9 Old Derry Road
Hudson, New Hampshire 03051

Denyse Plante
9 Old Derry Road
Hudson, New Hampshire 03051

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK } April 29, 2003

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

MARIO PLANTE

to me known to be the person described herein 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 29th day of April, A.D. 2003.

My Commission Expires: October 1, 2004

(SEAL)

Notary Signature

Jeffrey P. Hart
Printed Notary Name

THIS INSTRUMENT PREPARED BY:
RECORD AND RETURN TO:
PATRICK K. MINNIHAN, Paralegal
Tarlow, Breed, Hart, Murphy & Rodgers, P.C.
21 Custom House Street
Boston, MA 02110

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK } April 29, 2003

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

DENYSE PLANTE

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

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of April, A.D. 2003.

My Commission Expires: October 1, 2004

Notary Signature

Jeffrey P. Hart
Printed Notary Name

(SEAL)

INSTR # 111899465, OR BK 50292 PG 680, Page 1 of 2, Recorded 10/29/2013 at 01:26 PM, Broward County Commission, Doc. D: $3430.00 Deputy Clerk 3505

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Title Associates USA, LLC
9174 GLADES ROAD
BOCA RATON, FLORIDA 33434

Property Appraisers Parcel Identification (Folio) Number: 5039 01 02 2370
State of Florida Deed Documentary Stamps paid on this transaction: **$3,430.00**

_____SPACE ABOVE THIS LINE FOR RECORDING DATA_____

WARRANTY DEED

THIS WARRANTY DEED, made the **21st** day of **October, 2013** by **Jaime Carvajal, a married man, and Arminda M. Carvajal, a single woman,** herein called the Grantors, to **Jorge Aguirre, a married man and Ana Paula Aguirre, a single woman, as Joint Tenants With Rights Of Survivorship,** whose post office address is **808 Heritage Drive, Weston, FL 33326**, hereinafter called the Grantees:

(Wherever 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)

W I T N E S S E T H: That the Grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in BROWARD County, State of Florida, viz.:

Lots 18 and 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.

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 Grantors hereby covenant with said Grantees that the Grantors are lawfully seized of said land in fee simple; that the Grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

This property is not the homestead of Grantors or contiguous thereto.

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

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Jaime Carvajal
246 Las Brisas Circle
Weston, FL 33326

Arminda M. Carvajal
2214 Weston Road
Weston, FL 33326

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of October, 2013 by Jaime Carvajal and Arminda M. Carvajal who are personally known to me or have produced FL D Licenses as identification.

SEAL

Notary Public

Printed Notary Name

My Commission Expires:

ILIANA CARDENTEY
MY COMMISSION # FF 025791
EXPIRES: July 15, 2017
Bonded Thru Notary Public Underwriters

File No.: W1056-13

4

This instrument prepared by:
DAVID A. SILVERSTONE, ESQ.
800 SE Third Ave., #200
Ft. Lauderdale, FL 33316

Return to ;
Title Associates USA, LLC
4410 Weston Road
Weston, FL 33331

Folio No.: 514212-01-1550

WARRANTY DEED

THIS INDENTURE, made this 30th day of October, A.D. 2013, between **HOLLYWOOD BY THE SEA, LLC, a New Hampshire limited liability company,** whose post office address is 9 Old Derry Road, Hudson, NH, 03051, grantor, and **AVENTURA 1973, LLC, a Florida Limited Liability Company,** whose mailing address is 4769 SW 72nd Ave., Davie, FL 33314, grantee.

WITNESSETH, That the said grantors, for and in consideration of the sum of TEN and NO/100THS ($10.00) Dollars, to them in hand paid by the said grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees' heirs and assigns forever, the following described land, situate, and being in the County of Broward, State of Florida, to wit:

Lots 18 & 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to:
1. **Taxes for 2014 and subsequent years.**
2. **Conditions, restrictions, easements, covenants, and governmental regulations of record.**

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 Grantee that they are lawfully seised of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and the said Grantor 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 Grantor has hereunto set its hand and seal the day and year first above written.

2

Signed, sealed and delivered in the presence of:

Witnesses:

Jennie Arnold

Printed Name: Jennie Arnold

Jennie Arnold

Printed Name: Jennie Arnold

HOLLYWOOD BY THE SEA, LLC:

By: Mario Plante

MARIO PLANTE, Trustee of the Mario Plante 2002 Family Trust Dated June 11, 2002, Managing Member

By: Denyse Plante

DENYSE PLANTE, Trustee of the Denyse Plante 2002 Family Trust Dated June 11, 2002, Managing Member

STATE OF NEW HAMPSHIRE
COUNTY Hillsborough

SWORN TO AND SUBSCRIBED before me this 30th day of October, 2013 by MARIO PLANTE, Trustee of the Mario Plante 2002 Family Trust dated June 11th, 2002, and Denyse Plante, Trustee of the Denyse Plante 2002 Family Trust dated June 11th, 2002, who has\has not taken an oath and is personally known to me or have provided to me as identification the following: NH drivers license.

NOTARY PUBLIC

My Commission Expires: 2/22/17

CHRISTINE S. ST. LAURENT
MY COMMISSION EXPIRES FEB. 22, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

INSTR # 112250462, OR BK 50732 PG 1041, Page 1 of 2, Recorded 04/28/2014 at 12:04 PM, Broward County Commission, Doc. D: $0.70 Deputy Clerk 3305

This instrument prepared by:
DAVID A. SILVERSTONE, ESQ.
800 SE Third Ave., #200
Ft. Lauderdale, FL 33316

Return to ;
Title Associates USA, LLC
4410 Weston Road
Weston, FL 33331

Folio No.: 514212-01-1550

Corrective**
WARRANTY DEED

THIS INDENTURE, made this 21st day of February, A.D. 2014, between **HOLLYWOOD BY THE SEA, LLC, a New Hampshire limited liability company,** whose post office address is 9 Old Derry Road, Hudson, NH, 03051, grantor, and **AVENTURA 1973, LLC, a Florida Limited Liability Company**, whose mailing address is 4769 SW 72nd Ave., Davie, FL 33314, grantee.

WITNESSETH, That the said grantors, for and in consideration of the sum of TEN and NO/100THS ($10.00) Dollars, to them in hand paid by the said grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantees' heirs and assigns forever, the following described land, situate, and being in the County of Broward, State of Florida, to wit:

Lots 18 & 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to:
1. **Taxes for 2014 and subsequent years.**
2. **Conditions, restrictions, easements, covenants, and governmental regulations of record.**

****Corrects Warranty Deed recorded in O.R. Book 50343, Page 1080, to provide proper number of witnesses.**

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 Grantee that they are lawfully seised of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and the said Grantor 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 Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

Printed Name: Donna J. Pouliot

Printed Name: Claire T. Morel

HOLLYWOOD BY THE SEA, LLC:

By:
MARIO PLANTE, Trustee of the Mario Plante 2002 Family Trust Dated June 11, 2002, Managing Member

By:
DENYSE PLANTE, Trustee of the Denyse Plante 2002 Family Trust Dated June 11, 2002, Managing Member

STATE OF NEW HAMPSHIRE
COUNTY Hillsborough

SWORN TO AND SUBSCRIBED before me this 21st day of February, 2014 by MARIO PLANTE, Trustee of the Mario Plante 2002 Family Trust dated June 11th, 2002, and Denyse Plante, Trustee of the Denyse Plante 2002 Family Trust dated June 11th, 2002, who has\has not taken an oath and is personally known to me or have provided to me as identification the following: Drivers License.

NOTARY PUBLIC

My Commission Expires: 2/22/17

CHRISTINE S. ST. LAURENT
MY COMMISSION EXPIRES FEB. 22, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

3

Contract # 310

RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

This Agreement made and entered into this 27th day of October, 2016, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and AVENTURA 1973 LLC, a Florida Limited Liability Company authorized to do business in the State of Florida whose principal office is located at 7179 Pembroke Road, Pembroke Pines, FL 33023 ("Property Owner"), owner of the property located at 320 Nebraska Street, Hollywood, FL 33019 ("Property").

WHEREAS, the CRA is burying all overhead utility lines, including AT&T, Comcast, and FPL lines, in the area east of A1A from Oklahoma Street north to Lee Street ("Project"); and

WHEREAS, the Project involves a streetscape component which includes the installation of decorative pavers on the streets and streetends; and

WHEREAS, the Property is located adjacent to the Project area; and

WHEREAS, the CRA has identified a need to relocate the drainage areas on the Property in order to prevent damage to the new pavers installed within the Project area; and

WHEREAS, the relocation of the drainage areas will be performed at no cost to the Condo Association/Property Owner; and

WHEREAS, in order to perform relocation of the drainage areas on the Property, the Condo Association/Property Owner will need to grant a right of entry permit and a temporary construction easement to the CRA and its contractor;

WHEREAS, it is the responsibility of the Condo Association/Property Owner to notify all unit owners and tenants of the Property about the project and the temporary easement;

NOW, therefore, in consideration of the benefit of the free relocation of the drainage areas, the Condo Association/Property Owner permits the CRA and its contractor the right of reasonable entry and temporary construction easement upon the Property. The right of entry permit and the temporary construction easement are for the portion of the Property that is shown on the drawing attached as Exhibit "A."

The Condo Association/Property Owner agrees to the following:

1. The Condo Association/Property Owner will allow the CRA and its contractor reasonable access to enter and reenter the Property for a period of up to 12 months from the date of this agreement for the purpose of relocating the drainage areas.

2. The Condo Association/Property Owner hereby agrees that this agreement shall not be considered a permanent easement. Upon the completion of the work to relocate the drainage areas, the improvements will become a part of the common elements of the Property and shall be the sole responsibility of the Condo Association/Property Owner.

3. The Condo Association/Property Owner hereby agrees that the CRA and its contractor shall not be liable for the drainage area upon completion of the work.

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by Sonia Tello & Ruben Rodriguez, an authorized representative, this 21st day of October, 2016.

Hollywood, Florida Community Redevelopment Agency

ATTEST: _____
Phyllis Lewis, Secretary

BY: _____
Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency, only.

_____
Jeffrey P. Sheffel, General Counsel

AVENTURA 1973 LLC

BY: _____
Sonia M Tello

BY: _____
Ruben Gallego Rodriguez

NOTARY

CHERYL BOOTH
Notary Public - State of Florida
Commission # FF 182724
My Comm. Expires Jan 4, 2019

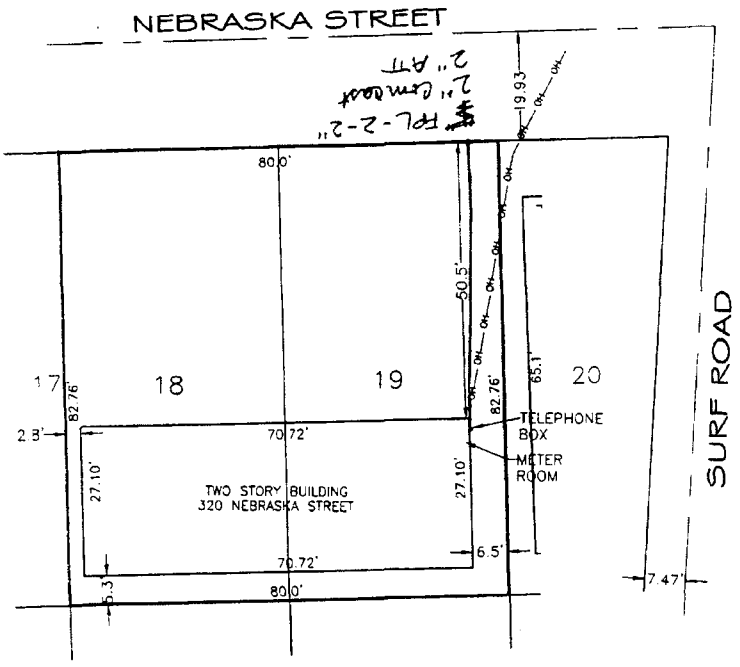
CHERYL BOOTH
Notary Public - State of Florida
Commission # FF 182724
My Comm. Expires Jan 4, 2019

Acknowledgement of Sonia M Tello and Ruben Gallego Rodriguez Signatures 10/27/2016. IDS presented

310

DESCRIPTION:

LOTS 18 AND 19, BLOCK 10, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



NOTES

1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
2) FOR THE PURPOSE OF UTILITY PERMITTING AND RE-CONSTRUCTION. NOT A BOUNDARY SURVEY
3) ADDITION OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITH OUT WRITTEN CONSENT OF THE SIGNING PARTY
4) NORTH ARROW RELATIVE TO ASSUMED EAST ALONG THE CENTERLINE OF NEVADA STREET

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

REVISION	DATE	BY

SPECIFIC PURPOSE SURVEY

JOB #: RN6675	DATE: 06/05/13
SCALE: 1" = 20'	FILE No.
DRAWN BY: CV	CHECKED BY: SKS

STEPHEN K. SEELEY FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

Instr# 115190691 , Page 1 of 2, Recorded 07/10/2018 at 11:14 AM
Broward County Commission
Deed Doc Stamps: $12600.00

Prepared by and return to:
Melinda Grimaldi, Esq.

Law Office of Melinda Grimaldi, PL
2719 Hollywood Blvd
Hollywood, FL 33020
954-491-8707
File Number: **18-0502-S**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 26 day of **June, 2018** between **Aventura1973, LLC, a Florida Limited Liability Company** whose post office address is **7179 Pembroke RD, Hollywood, FL 33023**, grantor, and **Nueva Biarritz LLC, a Florida Limited Liability Company** whose post office address is **7951 Riviera Blvd, Suite 210, Miramar, FL 33023**, 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 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:

> **Lots 18 and 19, Block 10, of HOLLYWOOD BEACH CLUB FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.**
>
> **Parcel Identification Number: 514212011550**

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 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, 2017**.

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:

Aventura1973, LLC

By: _____
Sonia Tello, Managing Member

Witness Name: Melinda Grimaldi

Witness Name: Bhavika Ramprsad

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 20 day of June, 2018 by Sonia Tello, Managing member of Aventura 1973, LLC, on behalf of the limited liability company. He/she [ ] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

MELINDA GRIMALDI
Notary Public - State of Florida
Commission # GG 167650
My Comm. Expires Dec 17, 2021
Bonded through National Notary Assn.

DoubleTime®

This Document Prepared By:
Alvaro Castillo
Alvaro Castillo P.A.
1390 Brickell Ave Suite 200
Miami Florida 33131
Return to:

Parcel ID Number: 514212-01-1550

Warranty Deed

This Indenture, Made this 18th day of Nov. , 2021 A.D., **Between**
Nueva Biarritz LLC, a Florida limited liability company

of the County of Broward , State of Florida , **grantor,** and
L&M Integrities LLC, a Florida limited liability Company, Mimi B & Family, a Florida limited liability company, JW Beverly LLC, a california limited liability company , as Tenants in Common
whose address is: 4326 Post Ave, Miami Beach, FL 33140

of the County of Miami-Dade , State of Florida , **grantee.**
Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward State of Florida to wit:

Lots 18 and 19, Block 10, Hollywood Beach First Addition, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Restriction, reservations and easements, dedications, rights-of-way and limitations of record, if any, without hereby imposing same.

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

Warranty Deed - Page 2

Parcel ID Number: 514212-01-1550

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

Signed, sealed and delivered in our presence:

Nueva Biarritz LLC, a Florida limited liability company

By: _____ (Seal)
Tim Suazo, Manager
P.O. Address: 7951 Riviera Blvd Suite 101, Miramar, FL 33023

Printed Name: _____
Witness

Printed Name: _____
Witness

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 16th day of November, 2021 by Tim Suazo, Manager of Nueva Biarritz LLC, a Florida limited liability company who is personally known to me or who has produced his _____ as identification.

Printed Name: _____
Notary Public
My Commission Expires: 09/06/2022

Notary Public State of Florida
Mariam Lievano
My Commission GG 256259
Expires 09/06/2022

Laser Generated by © Display Systems, Inc., 2021 (863) 761-5555 Form FLWD-2

THIS INSTRUMENT WAS PREPARED BY:
Landmark Abstract Agency, LLC
207 Rockaway Turnpike
Lawrence NY 11559

Tax Parcel Number: 514212-01-1550

QUITCLAIM DEED

This Quitclaim Deed made this 15th day of MARCH, 2022, by **L&M Integrities LLC, a Florida limited liability company,** whose post office address is 825 90th Street, Surfside, Florida 33154, **Mimi B & Family LLC, a Florida limited liability company,** whose post office address is 825 90th Street, Surfside, Florida 33154, **and JW Beverly LLC, a California limited liability company,** whose post office address is 118 S. Formosa Ave. Los Angeles, CA 90036, **as tenants in common** hereinafter called the grantor, convey a sixty-six and four-tenths percent (66.40%) interest to **JW CPG Hollywood2, LLC, a Florida limited liability company,** whose post office address is 118 S. Formosa Ave. Los Angeles, CA 90036, a twenty percent (20%) interest to **Pellegrino Nachum LLC, a Florida limited liability company,** whose post office address is 3350 SW 57th Place, Ft. Lauderdale, Florida 33312, a six and eight-tenths percent (6.8%) interest to **L&M Integrities LLC, a Florida limited liability company,** whose post office address is 825 90th Street, Surfside, Florida 33154, and a six and eight-tenths percent (6.8%) interest to **Mimi B & Family LLC, a Florida limited liability company,** whose post office address is 825 90th Street, Surfside, Florida 33154, **as tenants in common,** hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of Ten Dollars ($10.00) , and other valuable considerations, 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 County of Broward and State of Florida, to wit:

Lots 18 and 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

This property is not the homestead of the Grantor(s).

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

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 for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, Grantor has executed and delivered this Quit Claim Deed under seal as of the day and year first above written. Signed, Sealed and Delivered in Our Presence:

L&M Integrities LLC,
a Florida limited liability company

Witness Signature
Witness Printed Name David Ettelson

Witness Signature
Witness Printed Name Milan Ivory

By:
Title: owner

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11 day of March 2022(year), by Levi Boymelgreen. S/he is personally known to me [or has produced Driver License as identification] and is authorized to act on behalf of L&M Integrities LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Print Name: Milan Ivory
Notary Public, State of Florida
My commission expires: 03-23-2025

MILAN IVORY
Notary Public - State of Florida
Commission # HH 106420
My Comm. Expires Mar 23, 2025
Bonded through National Notary Assn.

Mimi B & Family LLC,
a Florida limited liability company

Witness Signature _____
Witness Printed Name David Etkelson

Witness Signature Milan Ivory
Witness Printed Name Milan Ivory

By: _____
Title:

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11 day of March 2022 (year), by Miriam Boymelgreen . S/he is personally known to me [or has produced Drivers Lic as identification] and is authorized to act on behalf of Mimi B & Family LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Milan Ivory

Print Name: Milan Ivory
Notary Public, State of Florida
My commission expires: 03-23-2025

MILAN IVORY
Notary Public - State of Florida
Commission # HH 106420
My Comm. Expires Mar 23, 2025
Bonded through National Notary Assn.

JW Beverly LLC,
a California limited liability company

Witness Signature _____
Witness Printed Name Ari Friedman

Witness Signature _____
Witness Printed Name ARISTEO R SILVA

_____
By: Judith Friedman
Title: authorized member

STATE OF _____)
COUNTY OF _____)

PLEASE SEE ATTACHED NOTARIAL CERTIFICATE 3/11/2022

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, __(year), by _____. S/he is personally known to me [or has produced _____ as identification] and is authorized to act on behalf of JW Beverly LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Print Name: _____
Notary Public, State of _____
My commission expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 3/11/2022 before me, ARISTEO R. SILVA, Notary Public
(insert name and title of the officer)

personally appeared JUDITH FRIEDMAN,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARISTEO R. SILVA
Notary Public - California
Los Angeles County
Commission # 2268092
My Comm. Expires Dec 19, 2022

This instrument prepared by and should be returned to:

I. Barry Blaxberg, Esq. and Amanda Lipsky, Esq.
Blaxberg, Grayson, Kukoff & Forteza, P.A.
25 S.E. Second Avenue, Suite 730
Miami, Florida 33131

(Reserved for Clerk of Court)

MORTGAGE AND SECURITY AGREEMENT; COLLATERAL ASSIGNMENT OF LEASES, PROFITS AND RENTS

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is executed as of the 15th day of March, 2022, at Miami-Dade County, Florida by **JW CPG HOLLYWOOD2, LLC, a Florida limited liability company,** whose address is 118 S. Formosa Avenue, Los Angeles, California 90036, **PELLEGRINO NACHUM LLC, a Florida limited liability company,** whose address is 3350 SW 57th Place, Ft. Lauderdale, Florida 33312, **MIMI B & FAMILY LLC, a Florida limited liability company,** whose address is 825 90th Street, Surfside, Florida 33154, **L&M INTEGRITIES LLC, a Florida limited liability company,** whose address is 825 90th Street, Surfside, Florida 33154 (collectively, hereinafter "Mortgagor" or "Borrower", which term shall include their successors, heirs, legal representatives and permitted assigns), and **BANESCO USA, a State chartered bank** (hereinafter "Mortgagee", which term shall include its successors, legal representatives and assigns), whose address is 150 Alhambra Circle, Ste. 1000, Coral Gables, Florida 33134.

WITNESSETH:

For payment of the sum of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration and to provide collateral to secure the payment of the sum of money due (the "Loan") under a certain term promissory note in the principal amount of **$1,722,500.00** of even date herewith (the "Note") due to Mortgagee, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does hereby grant, mortgage, transfer and set over to Mortgagee all of Mortgagor's right, title and interest in and to the following (hereafter collectively referred to as the "Mortgaged Property" or the "Real Property"):

(A) All of Mortgagor's rights and interests in and to the real property located at and legally described as follows:

See Exhibit "A"

(B) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the said Real Property, and fixtures, equipment attached to the Real Property and other property of every nature whatsoever not deemed to be personal property, owned by the Mortgagor and located in, on or used or intended to be used in connection with the use and operation of said Real Property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing (the "Improvements"), and all casualty insurance proceeds, condemnation awards and rents to be derived from the Improvements and the real property; and all of the right, title and interest of the Mortgagor in any such Real Property or Fixtures;

(C) all rights of Mortgagor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property;

(D) the right (but not the obligation), in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this Mortgage and to commence any action or proceeding to protect the interest of the Mortgagee in the Real Property;

(E) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor in the Real Property;

(F) Together with all and singular the tenements, hereditaments, easements, licenses and appurtenances thereunto belonging, or otherwise appertaining including use rights pertaining to any part of the Real Property and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of the Mortgagor in and to the same, and every part and parcel thereof, and also specifically but not by way of limitation all gas and electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigeration equipment or fixtures, window screens, screen doors, window coverings, cornices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said Real Property, even if detached or detachable so long as they are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty;

(G) all licenses, apparatus, machinery, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, and other property attached to and/or a fixture owned by Mortgagor, or in which the Mortgagor has or shall have an interest, and now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor in and to any such property;

(H) all title opinions, title policies, contract rights, management, franchise and service agreements, utility accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor;

(I) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor is a party or beneficiary and which affect the Real Property;

(J) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor;

(K) any property or other things of value acquired with or paid for by any future advances pursuant to this Mortgage;

(L) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor respecting or relating in any manner to the Real Property;

(M) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor;

(N) all refunds of property taxes relating to the Real Property or any other property covered by this Mortgage;

(O) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;

(P) all of the right, title and interest of the Mortgagor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;

(Q) all of the Mortgagor interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;

(R) any and all balances, credits, deposits, accounts or monies of the Mortgagor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee only to the extent arising from the Real Property; and

(S) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this Mortgage, now owned or hereafter acquired by Mortgagor only to the extent arising from the Real Property.

(T) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

(U) Together with all substitutions for alterations, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions to any of the foregoing. and

(V) All riparian rights, leases, rents, deposits, profits, licenses and permits in any way relating to the Real Property and the Improvements.

The intention of Mortgagor in executing and delivering this Mortgage to the Mortgagee, and the intention of Mortgagee in accepting the Mortgage is that the interests encumbered by this Mortgage do not include personal property of the nature which is typically the subject of a security agreement associated with the pledge and assignment of assets which are the subject of an asset based loan or of interests in which a lien right is perfected by the UCC-1 Financing Statement filed with the Secretary of State of the applicable jurisdiction. The lien of this Mortgage is for purposes of encumbering interests in real property and for interests directly associated with real property and this encumbrance is normally perfected by means of recording a Mortgage and a UCC-1 Financing Statement in the public records of the jurisdiction of the County public records in which the Real Property is located.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, unto the said Mortgagee.

The conditions of this Mortgage are that if Borrower shall well and truly pay to Mortgagee the indebtedness evidenced by the Note, together with any future advance or note hereafter executed by Borrower in accordance with Paragraph 13 of this Mortgage and secured by the lien of this Mortgage, together with interest as therein stated, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in this Mortgage, the Note and all other documents executed or delivered in connection herewith or therewith (the "Loan Documents"), then this Mortgage and the estate hereby created shall cease and be null and void, otherwise to remain in full force and effect.

Mortgagor hereby warrants to Mortgagee that it is indefeasibly seized with fee simple title to the Mortgaged Property, that this instrument constitutes a first mortgage on the Property, and that it will defend the same against the lawful claims and demands of all persons whomsoever.

Mortgagor and Mortgagee further covenant and agree as follows:

1. This Mortgage is subject to the covenant that Borrower will promptly pay when due the amounts due under the Note and perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained in the Note, this Mortgage and the Loan Documents. A late charge equal to five percent (5%) of the payment then due (except for the unpaid principal balance due at Maturity) shall be imposed on any payment due under any of the Loan Documents not made within ten (10) days of the due date to compensate Mortgagee for the additional costs, including but not limited to increased administrative costs, costs for additional bookkeeping entries, collection activity and other similar items incurred as a result of the late payment. Mortgagor recognizes that the exact amounts of additional costs which will be incurred by Mortgagee are difficult to calculate and the late charge provided for hereunder represents a reasonable estimate of those probable costs. In no event shall this provision waive Mortgagee's right to declare an Event of Default, as defined in the Loan Agreement of even dated herewith between Mortgagor and Mortgagee (the "Loan Agreement") and accelerate and demand immediate payment of all of the outstanding principal balance for any payment not made within ten (10) days of the due date for said payment.

2. (a) Mortgagor will pay all governmental taxes, encumbrances and other assessments, levies or liens now or hereafter levied or imposed upon or against the Mortgaged Property prior to such taxes, assessments and liens becoming delinquent and will furnish Mortgagee with paid receipts therefor. If the same or any parts thereof are not paid prior to becoming delinquent, Mortgagee may, at its option, pay same without waiving or affecting Mortgagee's option to foreclose this Mortgage, or any other right of Mortgagee hereunder.

(b) If required by Mortgagee, Mortgagor or Borrower will pay Mortgagee, on the day that payment is due on the Note, each calendar month, a sum equal to one twelfth (1/12) of the annual amounts necessary to pay all taxes and assessments against the said Mortgaged Property, together with the premiums for the insurance required by this Mortgage and the Loan Documents, said monthly sum to be estimated by Mortgagee and calculated based upon an annual amount not less than the amount of taxes assessed against the Mortgaged Property for the previous year and the amount of insurance premiums for the required insurance.

(c) After first giving written notice of its intention to do so to Mortgagee, Mortgagor may, at its expense, contest in good faith any such levy, tax, assessment or other charge levied or imposed against the Mortgaged Property and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Mortgagee shall notify Mortgagor in writing that non-payment of any such items will cause the lien or priority of this Mortgage to be materially endangered or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event Mortgagor shall promptly pay or bond and cause to be satisfied or discharged all such unpaid items or furnish, at Mortgagor's expense, indemnity satisfactory to Mortgagee.

3. In the event Mortgagor fails to timely pay principal or interest in the manner provided for in the Note on or before the date when due, or fails to fully and promptly perform any other obligation under this Mortgage, the Note or the Loan Documents, including the Loan Agreement, or to otherwise execute, comply with and abide by each and every one of the covenants, conditions or stipulations of this Mortgage, the Note or the Loan Documents, including the Loan Agreement, Mortgagor shall, after applicable grace or notice periods, if any, be deemed to be in default under this Mortgage and all of the outstanding principal and interest due under the Note and any and all sums mentioned herein or secured hereby shall, at Mortgagee's option, become immediately due and payable.

4. In the event of a suit being instituted to foreclose this Mortgage, Mortgagee shall be entitled to apply at any time after the commencement of such suit to the court having jurisdiction thereof for the appointment of a receiver of all the Mortgaged Property, and of all rents, income, profits, issues and revenues thereof, from whatsoever source derived. Mortgagor agrees that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases and that said appointment shall be made by the court as a matter of strict right of the Mortgagee, without reference to the adequacy of the value of the Mortgaged Property, or the solvency of Mortgagor or any other party defendant to such suit. Mortgagor hereby waives the right to object to the appointment of a receiver and consents that such appointment shall be made as an admitted equity of the Mortgagee.

5. Mortgagor will, at its expense, obtain and maintain the following insurance coverage during such time as there are any sums due by Mortgagor to Mortgagee under the Loan Documents:

(a) broad form public liability insurance for loss of life and personal injury arising out of any one occurrence, and for loss of life or personal injury to any one person and for property damage, in amounts reasonably satisfactory to Mortgagee; and

(b) an all risks form of casualty insurance insuring the Improvements against loss or damage by fire, wind storm and all other perils for no less than their full replacement cost; and

(c) in the event the Real Property is designated as being in a Flood Zone, then flood insurance covering the Improvements for an amount equal to the lesser of (i) the outstanding principal balance under the Note, or (ii) the maximum coverage available for the Improvements under the National Flood Insurance Program.

All such policies shall specifically name Mortgagee as an additional insured, shall be with such companies, on such forms and with such deductibles as Mortgagee may require and shall each contain an endorsement by the insurer agreeing to not cancel or materially alter any such policy without thirty (30) days prior written notice to Mortgagee. Copies of the initial and renewal policies and original certificates shall be furnished to Mortgagee and such policies shall have affixed thereto a Standard New York Mortgagee Clause making all proceeds under such policies payable to the Mortgagor and Mortgagee, as their interests may appear. In the event the Improvements are destroyed or damaged by fire or other casualty, any insurance proceeds shall be paid to the Mortgagee. Mortgagee shall have the option, in its sole discretion, to apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to use all or any portion thereof, for the purpose of reconstructing and repairing the Improvements, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. If Mortgagor fails to furnish the insurance required hereunder, Mortgagee may place and pay for such insurance, or any part thereof, at the Mortgagor's expense, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant or any right or option under this Mortgage.

6. Mortgagor will not permit or commit any waste to the Mortgaged Property and will at all times maintain the Mortgaged Property in a state of good repair and condition and unless otherwise specifically permitted under the Loan Documents, will not do or permit anything to be done to the Mortgaged Property that will alter or change the use and character of said property in a manner which would impair or weaken the security of this Mortgage. In case of the refusal, neglect or inability of the Mortgagor to repair and maintain the Mortgaged Property, Mortgagee may, at its option, make such repairs or cause the same to be made and advance funds for such purpose, at Mortgagor's expense, which sums shall be secured by the lien hereof.

7. No waiver of any covenant contained in the Note, this Mortgage, the Loan Documents or in any other instrument securing payment of the Note shall at any time be held to be a waiver of any of the other terms of this Mortgage, the Note or the Loan Documents, or a future waiver of the same covenant.

8. In order to accelerate the maturity of the indebtedness secured hereby because of Mortgagor's failure to pay any governmental tax, assessment, liability, obligation or encumbrance upon the Mortgaged Property, or any other payment required to be paid by the Mortgagor pursuant to this Mortgage or the Loan Documents, it shall not be necessary or required that Mortgagee first pay same.

9. Mortgagor shall not further mortgage or encumber all or any portion of the Mortgaged Property or sell, convey or assign same or any part thereof without Mortgagee's prior written consent, which consent may be arbitrarily withheld. Without in any way limiting the generality of this paragraph, any transaction (i) conveying any interest in the Mortgaged Property pursuant to an agreement for deed; (ii) resulting in a lease of all of the Mortgaged Property, except as may otherwise be permitted in the Loan Documents; (iii) resulting in a sale, transfer or other mechanism to establish any change in ownership or control of stock membership interest or any member or shareholder of Mortgagor; shall constitute a conveyance pursuant to this paragraph and give rise to all rights of the Mortgagee where Mortgagor is deemed to be in default.

10. If any judgment, mechanic's, materialman's, laborer's or any other lien or claim is filed against all or any portion of the Mortgaged Property or if any proceedings are instituted against all or any portion of the Mortgaged Property upon any lien or claim of any nature whatsoever, regardless of whether such lien or claim is junior or superior to the lien of this Mortgage, Mortgagee may declare an Event of Default, as defined in the Loan Agreement, and accelerate and demand immediate payment of all sums due under the Note unless Mortgagor shall remove such lien or

satisfy such judgment or claim by payment or by transferring same to a bond issued by a surety company acceptable to Mortgagee within thirty (30) days after Mortgagor has knowledge of the filing of such lien or judgment or the institution of such claim.

11. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in the event Mortgagor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Mortgagee shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, and is entitled to the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Loan Documents, and as otherwise provided by law. Mortgagor shall have 45 days to discharge any of the above proceedings which are initiated by third parties, prior to Mortgagee exercising its rights and remedies upon the occurrence of an Event of Default by the Mortgagor, to allow Mortgagor an opportunity to terminate such proceedings and to meet all of the obligations that Mortgagor has to the Mortgagee.

12. Mortgagee or any of its agents shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times, upon reasonable notice.

13. At any time within twenty (20) years from the date of this Mortgage, this Mortgage shall also secure the following listed obligations and debts up to a maximum principal amount of 300% of the principal sum secured hereby, exclusive of interest and other charges, and these items will have the same priority as the original indebtedness of Mortgagor and be subject to all the terms and provisions of this Mortgage: (a) any future advances made by Mortgagee to Mortgagor (or any of them, if more than one) together with interest thereon at the rate agreed upon at the time of such loan or advance; and (b) all other indebtedness of Mortgagor (and each of them, if more than one) and of any guarantor or accommodation maker of the debt of Mortgagor to Mortgagee, however and wherever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise, together with fees, costs, and interest thereon at the rate agreed upon at the time that such indebtedness is incurred, and attorneys' fees and costs or other related advances made by Mortgagee for the payment of taxes, levies, or insurance on the Mortgaged Property, and for maintenance, repair, protection, and preservation of the Mortgaged Property, with interest on such disbursements, all as provided in this Mortgage.

14. Upon Mortgagee's request, Mortgagor and Borrower will, within ten (10) calendar days from receipt of written request, furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not it claims any defaults, defenses or offsets thereto, along with such other information as Mortgagee may require.

15. Nothing herein contained, nor any instrument or transaction related hereto, shall be construed or so operate as to require the Mortgagor, or any person liable for the payment of the Loan made pursuant to the Note and Loan Documents secured by this Mortgage, to pay interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges paid by the Mortgagor, or any parties liable for the payment of the Note secured by this Mortgage, result in the computation or earning of interest in excess of the maximum rate of interest which is permitted under law, then any and all such excess shall be and the same is hereby waived by the Mortgagee, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the Mortgagee to the Borrower and any parties liable for the payment of the Note secured by this Mortgage, it being the intent of the parties hereto that under no circumstances shall the Mortgagor, or any parties liable for the payment of the Note secured hereby, be required to pay interest in excess of the maximum rate allowed by law.

16. (a) The Mortgagee may, at its option, in its own name (i) appear or proceed in any condemnation proceeding, and (ii) make any compromise or settlement thereof, provided that so long as the Mortgagor promptly

prosecutes any compromise or settlement thereof, the Mortgagor shall control any compromise or settlement proceeding with the result thereof being subject to the Mortgagee's approval. The Mortgagor shall give the Mortgagee immediate notice of the initiation of any condemnation proceeding, and a copy of every pleading, notice and other items served in any condemnation proceeding. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. In the event that Mortgagee elects, in Mortgagee's sole and absolute discretion, to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the Improvements, such proceeds shall be made available in the manner and under the conditions that Mortgagee may require. In any event, the Improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee prior to commencement of any building or restoration. If the proceeds are made available by Mortgagee to reimburse Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of Mortgagee be applied on account of the Indebtedness or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on the proceeds of any award held by the Mortgagee.

(b) In case of loss or damage by fire or other casualty, Mortgagor shall, if no Event of Default then exists hereunder, have the sole and exclusive right to settle, compromise or adjust any claim under, and receive, for the purpose of rebuilding and restoration, the proceeds arising from, any and all losses payable under insurance policies to the extent the amount thereof does not exceed One Hundred Thousand and 00/100 Dollars ($100,000.00), and all claims for losses in excess of said amount shall be settled, compromised or adjusted only with the mutual agreement of Mortgagor and Mortgagee and the proceeds paid as hereinafter provided. In the event insurance proceeds in excess of One Hundred Thousand and 00/100 Dollars ($100,000.00) are payable or if a Mortgagor Default exists hereunder, then in either of such events, Mortgagee is authorized to collect and receipt for any insurance proceeds. Insurance proceeds collected by Mortgagee as aforesaid, after deducting therefrom any expenses incurred in the collection thereof, shall, if requested by Mortgagor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to Mortgagor for the purpose of paying the cost of rebuilding or restoring of the Improvements if (i) the Improvements, in Mortgagee's reasonable discretion are capable of being restored to that condition which existed immediately prior to the damage or loss, (ii) the insurance proceeds, together with all other funds which are to be provided by Mortgagor, are sufficient to restore the Improvements, (iii) Mortgagee determines that income from the Real Property shall not be materially affected following the completion of the restoration or rebuilding, (iv) no Event of Default then exists hereunder or under any other Loan Document, and no circumstance or condition exists that would constitute a default upon the giving of notice or the passage of time, or both, and (v) the rebuilding and restoration is reasonably estimated to be completed at least one hundred eighty (180) days prior to the Maturity Date as specified in the Note. In the event that Mortgagee makes said proceeds available to Mortgagor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may reasonably require to assure proper application of such proceeds. In the event such insurance proceeds are made available by the Mortgagee, the Mortgagor shall pay all costs incurred by Mortgagee in connection with the application of such insurance proceeds (including but not limited to reasonable costs incurred by Mortgagee, and a title company or agent approved by Mortgagee in overseeing the disbursement of such insurance proceeds). The Improvements shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or restoring of the Improvements exceeds the sum One Hundred Thousand and 00/100 Dollars ($100,000.00), then insurance proceeds shall not be made available to Mortgagor unless and until Mortgagee has approved plans and specifications for the proposed rebuilding and restoration, which approval shall not be unreasonably withheld. If the proceeds are to be made available by Mortgagee to Mortgagor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Improvements shall, at the option of the Mortgagee, be applied on account of the Loan or be paid to any party entitled thereto under such conditions as Mortgagee may reasonably require. No interest shall be allowed to Mortgagor on any proceeds held by Mortgagee for less than ninety (90) days. In the event proceeds of insurance are not made available by Mortgagee to Mortgagor for the purpose of paying the cost of the rebuilding or restoring of the Improvements, Mortgagee, after deducting the costs of any collection, adjustment and compromise, shall apply such insurance against the Loan balance, allocated first to fees, costs, accrued interest and then, if applicable, the principal balance.

(c) In case of loss or damage by fire or other casualty, Mortgagor shall promptly give Mortgagee and the insurance companies that have insured against such risks written notice of such occurrence. Each

such notice shall generally describe the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

17. This Mortgage shall also be construed and shall operate as a security agreement under the State of Florida Uniform Commercial Code.

18. Time is of the essence to this Mortgage and all the provisions hereof.

19. In the event any legal action is commenced to enforce the provisions of this Mortgage or as a result of the relationship created hereby, the Mortgagee shall be entitled to recover all attorneys' fees, costs, charges and expenses incurred or paid by it at both trial and all appellate levels.

20. All rights and remedies granted to Mortgagee herein shall be in addition to and not in lieu of any rights and remedies provided to mortgagees by law or statute, and the invalidity of any right or remedy herein provided by reason of its conflicts with applicable law or statute shall not affect any other valid right or remedy afforded to Mortgagee by any provision hereof or by applicable law.

21. To the extent of the indebtedness of the Borrower to the Mortgagee as described herein and secured hereby, the Mortgagee is subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property or any part thereof which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of said mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by the Mortgagee as security for the indebtedness described herein or secured hereby, to the same extent that it would have been preserved and would have been passed to and held by the Mortgagee had it been duly and regularly assigned to the Mortgagee by separate assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties that the same will be satisfied and cancelled of record by the holder thereof at or about the time of the recording of this Mortgage.

22. Mortgagor warrants and represents that except as otherwise acknowledged in a separate written agreement or letter between Mortgagor and Mortgagee it has no knowledge of any violations of any type or manner of any law, ordinance, orders, requirements or regulations imposed on or affecting the Mortgaged Property, that Mortgagor shall not permit any such violation to be created or to exist and that Mortgagor has not received notice of any such violation from any municipal, county, federal or state government or agency thereof. In the event that Mortgagor receives any notice of any such violation from any governmental body or agency thereof, Mortgagor agrees to immediately give notice thereof to Mortgagee, and to take all necessary or appropriate actions to cure or otherwise resolve such violation within thirty (30) days after receipt by Mortgagee of the notice of violation, or, in the event it cannot be cured in thirty (30) days, then to diligently and continuously undertake and complete the cure within a reasonable time of notice of this violation. In the event any such violation is not cured or otherwise resolved within said thirty (30) day period or such longer period as may be reasonably necessary, or as otherwise agreed to in writing by Mortgagee, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable.

23. Mortgagor may be required at Mortgagor's expense to deliver to Mortgagee current and updated title information concerning the Mortgaged Property, at all times during the life of this Mortgage.

24. (a) This Mortgage further secures all costs, fees, charges and expenses of every kind, including the cost of title or lien searches of the Real Property, in connection with any suit for the foreclosure of this Mortgage, and reasonable attorneys' fees incurred or expended at any time by the Mortgagee because of the failure of Mortgagor to perform, comply with and abide by the covenants, conditions and stipulations of the Note, this Mortgage or the Loan Documents.

(b) If Mortgagor fails to comply with any provision of this Mortgage, and Mortgagee expends any money in obtaining the performance or satisfaction of such requirement, then all such sums shall bear interest from the date of disbursement by Mortgagee at the highest rate permitted by law. This rate shall apply before and after any final judgment is entered for any amounts due under the Note.

25. This Mortgage shall be governed and construed under the laws of the State of Florida.

26. Mortgagor agrees:

(a) To comply with all the terms, covenants, agreements and conditions of any mortgage encumbering the property herein described, whether superior or junior to the lien of this Mortgage.

(b) That any default, breach or violation of any term, covenant, agreement or condition of any such mortgage, whether superior or junior to the lien of this Mortgage, shall, subject to applicable notice and grace periods, if any, be an Event of Default hereunder and shall vest in Mortgagee all and every one of the remedies herein provided for in case of default.

(c) That failure by the Mortgagor to pay the monies referred to in any other mortgage, whether superior or junior to the lien of this Mortgage, within thirty (30) days next after the same severally become due and payable, shall also constitute an Event of Default under this Mortgage.

(d) That if any proceedings should be instituted against the Real Property upon any other lien or claim whether superior or junior to the lien of this Mortgage, the Mortgagee may at its option declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

(e) That Mortgagee shall have the right, at its option, to cure any Event of Default under any other mortgage or lien, whether superior or junior to the lien of this Mortgage.

(f) That any sums advanced by Mortgagee in curing any Events of Default of Mortgagor shall be included as part of the debt of the Mortgagor and shall be secured by this Mortgage.

(g) The Mortgagor covenants and agrees not to enter into any agreement with the holder of any other mortgage, whether junior or senior to the lien of this Mortgage, modifying or amending any of the provisions dealing with payment of principal or interest under any other mortgage without the prior written consent of the Mortgagee.

(h) The Mortgagor covenants and agrees that no further advances shall be made under the provisions for future advances, if any, under any other mortgage, or, in the alternative, Mortgagor covenants and agrees that any advances made under any other mortgage shall be applied to reduce the balance under this Mortgage.

27. Mortgagor warrants to Mortgagee that, to the best of its knowledge and except as otherwise disclosed to Mortgagee in any Phase I or Phase II environmental reports that were provided to Mortgagee, the Mortgaged Property has not in the past and is not presently being used for the handling, storage, transportation, or disposal of hazardous or toxic materials, and no notice or advice has been received by Mortgagor of any condition or state of facts that would contribute to a claim of pollution or any other damage to the environment by reason of the conduct of any business on the Mortgaged Property or operation of the Mortgaged Property, whether past or present. The Mortgagor acknowledges that the Mortgagee has relied upon the Mortgagor's representations and the information contained in such Phase I and Phase II environmental reports, has made no independent investigation of the truth thereof, is not charged with any knowledge contrary thereto that may be received by an examination of the public records in the State of Florida, or that may have been received by any officer, director, agent, employee or shareholder of Mortgagee.

28. In further consideration of the Loan and as further and additional security to Mortgagee, and in consideration of the sum of TEN DOLLARS ($10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, the Mortgagor, does hereby sell, assign and transfer unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of any of the Real Property, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all said leases and agreements, and all the avails thereof, to Mortgagee, and the undersigned does hereby irrevocably appoint Mortgagee as its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid premises), to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as Mortgagee may determine, in its sole discretion, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of

liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

29. The undersigned represents and agrees that no rent has been or will be paid by any person or entity in possession of any portion of the Real Property for more than two months in advance and that the payment of the rents to accrue for any portion of the Real Property has not been or will not be waived, released, reduced, or discounted, or otherwise discharged or compromised by the undersigned. The undersigned waives any right of setoff against any person in possession of any portion of the Real Property. The undersigned agrees that it will not further assign any of the rents or profits of the Real Property.

30. Nothing herein contained shall be construed so as to make Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the said premises by Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by the undersigned.

31. The undersigned further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the above described premises and to execute and deliver, immediately upon the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

32. Although it is the intention of the parties that this assignment of rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note secured by the above described Mortgage or in the performance or observance of any of the conditions or agreements of any documents or instruments executed in connection with the Loan, or of any instrument now or at any time securing the Note, as the same may be modified or extended, and said default has not been cured within an applicable grace or cure period, and nothing herein contained shall be deemed to effect or impair any rights which Mortgagee may have under the Note and Mortgage, or any other instrument securing the Notes.

33. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, the undersigned agrees to surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all the documents, books, records, papers and accounts of the undersigned or the then owner of the premises relating thereto, and may exclude the undersigned, its agent or servants wholly therefrom and may as attorney in fact or agent of the undersigned, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the rents, issues and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the above described premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof and to receive all such rents, issues and profits.

34. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said premises, and the undersigned shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or agreements or under or by reason of the assignment thereof, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements.

35. Mortgagee in the exercise of the rights and powers conferred upon it by this assignment of rents shall have full power to use and apply the rents, issues and profits of the premises to the payment of or on account of the following, in such order as it may determine:

(a) To the payment of the operating expenses of the Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to any agent or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvements of said premises, including, without limitation, the cost from time to time of installing and/or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the mortgagee, make it readily rentable; and

(d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part at the Mortgaged Property to pay all unpaid rental agreed upon in any tenancy to Mortgagee upon receipt of demand from Mortgagee to pay the same.

36. **ALL DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES DUE AND PAYABLE IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS MORTGAGE HAVE BEEN PAID SIMULTANEOUSLY WITH THE RECORDING OF THE MORTGAGE BASED ON THE PRINCIPAL BALANCE OF THE OBLIGATIONS AS ESTABLISHED BY THE AMOUNT OF THE NOTE.** In any event, however, Mortgagor acknowledges and agrees, upon Mortgagee's request, to pay all taxes, including without limitation, additional documentary stamps and intangible taxes, which are deemed to be due and payable in connection with this Mortgage, if any.

37. Mortgagor acknowledges and agrees that the Mortgagor's obligation to pay the indebtedness in accordance with the provisions of the Note, this Mortgage, and the Loan Documents is, and shall at all times continue to be, absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to the Note, this Mortgage, the Loan Documents, or the obligation of the Mortgagor thereunder to pay the indebtedness or the obligations of any other person relating to the Note, this Mortgage, the Loan Documents or the obligations of the Mortgagor under the Note, this Mortgage, the Loan Documents, or otherwise with respect to the loan secured hereby. Mortgagor absolutely, unconditionally, and irrevocably waives and agrees not to assert against Mortgagee or its assigns any and all defenses, claims, or counterclaims of any nature whatsoever, either at law or in equity or both, including defenses or claims based on fraud or misrepresentation, other than actual payment and performance of the indebtedness, that in any way relate to the Note, this Mortgage, or the Loan Documents and Mortgagor's obligation to pay under the Note, this Mortgage, and the Loan Documents or any action brought to foreclose the Note, Mortgage, or Loan Documents and realize upon the lien and security interest created by this Mortgage and the Loan Documents, in whole or in part, including, but not limited to, claims of setoff, recoupment, or other similar rights or claims, which may be raised or asserted by the Mortgagor, and which may have occurred or arisen prior to, at, or after execution of this Mortgage, the Note, and/or the Loan Documents. Without in any way limiting the broadness and generality of the above provisions hereof Mortgagor also expressly waives the following defenses and/or claims or counterclaims: (a) any defense based upon any lack of authority of the officers, directors, partners, or agents acting or purporting to act on behalf of Mortgagor or any principal of Mortgagor or any defect in the formation of Mortgagor or any principal of Mortgagor; (b) any and all rights and defenses arising out of an election of remedies by Mortgagee; (c) presentment, demand, protest and notice of any kind; (d) any right or claim of right to cause a marshalling of any of Mortgagor's assets or the assets of any other party now or hereafter held as security for Mortgagor's obligations; and (e) the benefit of any statute of limitations affecting the liability of Mortgagor hereunder or the enforcement hereof.

38. Mortgagor hereby acknowledges and agrees that: (a) the obligations undertaken by Mortgagor in this Mortgage, the Note, and the Loan Documents are complex in nature; (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter; (c) numerous possible claims or counterclaims against Mortgagee may presently exist and/or may arise hereafter relating to this Mortgage, the Loan Documents, or this transaction; (d) as part of Mortgagee's consideration for entering into this transaction, Mortgagee has specifically bargained for the waiver and relinquishment by Mortgagor of all such defenses, claims, and/or counterclaims; and (e) Mortgagor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Mortgagor does hereby represent and confirm to Mortgagee that Mortgagor is fully informed regarding, and that Mortgagor does thoroughly understand: (i) the nature of all such possible defenses, claims, or counterclaims; (ii) the circumstances under which such defenses, claims, or counterclaims may arise; (iii) the benefits which such defenses, claims, or counterclaims may confer upon Mortgagor; and (iv) the legal consequences to Mortgagor of waiving such defenses, claims, and counterclaims. Mortgagor acknowledges that Mortgagor makes this Mortgage with the intent that this Mortgage and all of the informed waivers herein shall each and all be fully enforceable by Mortgagee, and that Mortgagee is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

39. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE AND ANY OTHER LOAN DOCUMENTS, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING CREDIT TO MORTGAGOR.

SIGNATURES CONTINUE ON NEXT PAGE

WITNESS my hand and seal in the State and County aforesaid, as of the date stated hereinabove.

Signed, sealed and delivered
in the presence of witnesses:

Sign: _____
Print Name: Ari Friedman

Sign: _____
Print Name: ARISTEO R SILVA

MORTGAGOR:
JW CPG HOLLYWOOD2, LLC, a Florida
limited liability company

By: _____
Name: Judith Friedman
Title: Authorized Member

STATE OF CALIFORNIA)
: **SS**
COUNTY OF _____)

PLEASE SEE ATTACHED
NOTARIAL CERTIFICATE
3/11/2022

BEFORE ME, the undersigned authority, **by means of ☐ physical presence or ☐ online notarization**, on this ____ day of March, 2022, appeared Judith Friedman, as Authorized Member of JW CPG HOLLYWOOD2, LLC, a Florida limited liability company, on behalf of the company, who (__) is personally known to me or (__) who has produced _____ as identification, and acknowledged that she executed the foregoing instrument for the purposes expressed therein.

_____(seal)
NOTARY PUBLIC, State of California
Print Name:_____
My Commission Expires:

SIGNATURE CONTINUED ON NEXT PAGE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 3/11/2022 before me, ARISTEO R. SILVA, Notary Public
(insert name and title of the officer)

personally appeared JUDITH FRIEDMAN
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARISTEO R. SILVA
Notary Public - California
Los Angeles County
Commission # 2268092
My Comm. Expires Dec 19, 2022

Signed, sealed and delivered
in the presence of witnesses:

Sign: Darlene Y. Ragin
Print Name: Darlene Y. Ragin

Sign: Yoman Saborio
Print Name: Yoman Saborio

MORTGAGOR:
PELLEGRINO NACHUM LLC, a Florida limited liability company

By: Marc Eisenmann
Name: Marc Eisenmann
Title: Manager

STATE OF FLORIDA)
: SS
COUNTY OF Broward **)**

BEFORE ME, the undersigned authority, **by means of ☑ physical presence or ☐ online notarization**, on this 11th day of March, 2022, appeared Marc Eisenmann as Manager of PELLEGRINO NACHUM LLC, a Florida limited liability company, on behalf of the company, who (__) is personally known to me or (✓) who has produced FLDL as identification, and acknowledged that he executed the foregoing instrument for the purposes expressed therein.

Darlene Y. Ragin (seal)
NOTARY PUBLIC, State of Florida
Print Name: Darlene Y. Ragin
My Commission Expires: Oct. 13, 2023

DARLENE Y RAGIN
Notary Public - State of Florida
Commission # GG 922370
My Comm. Expires Oct 13, 2023
Bonded through National Notary Assn.

SIGNATURE CONTINUED ON NEXT PAGE

Signed, sealed and delivered
in the presence of witnesses:

Sign: _____
Print Name: David Ettelson

Sign: _____
Print Name: Milan Ivory

MORTGAGOR:
MIMI B & FAMILY LLC, a Florida limited liability company

By: _____
Name: Miriam Boymelgreen
Title: Authorized Member

STATE OF FLORIDA)
Miami-Dade : SS
COUNTY OF _____)

BEFORE ME, the undersigned authority, **by means of ☑ physical presence or ☐ online notarization,** on this 11 day of March, 2022, appeared Miriam Boymelgreen as Authorized Member of MIMI B & FAMILY LLC, a Florida limited liability company, on behalf of the company, who (_) is personally known to me or (✓) who has produced Drivers License as identification, and acknowledged that she executed the foregoing instrument for the purposes expressed therein.

MILAN IVORY
Notary Public - State of Florida
Commission # HH 106420
My Comm. Expires Mar 23, 2025
Bonded through National Notary Assn.

_____(seal)
NOTARY PUBLIC, State of Florida
Print Name: Milan Ivory
My Commission Expires: 03-23-2025

SIGNATURE CONTINUED ON NEXT PAGE

Signed, sealed and delivered
in the presence of witnesses:

Sign: _____
Print Name: David Ettelson

Sign: _____
Print Name: Milan Ivory

MORTGAGOR:
L&M INTEGRITIES LLC, a Florida limited liability company

By: _____
Name: Levi Boymelgreen
Title: Authorized Member

STATE OF FLORIDA)
: SS
COUNTY OF Miami-Dade)

BEFORE ME, the undersigned authority, **by means of ☑ physical presence or ☐ online notarization,** on this 11 day of March, 2022, appeared Levi Boymelgreen as Authorized Member of L&M INTEGRITIES LLC, a Florida limited liability company, on behalf of the company, who (__) is personally known to me or (✓) who has produced Drivers License as identification, and acknowledged that he executed the foregoing instrument for the purposes expressed therein.

_____(seal)
NOTARY PUBLIC, State of Florida
Print Name: Milan Ivory
My Commission Expires: 03-23-2025

MILAN IVORY
Notary Public - State of Florida
Commission # HH 106420
My Comm. Expires Mar 23, 2025
Bonded through National Notary Assn.

EXHIBIT A

Lots 18 and 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

B. Email Address Blaxberg@blaxgray.com

C. SEND ACKNOWLEDGEMENT TO:
Name I. Barry Blaxberg

Address 25 SE 2nd Avenue, Suite 730

City/State/Zip Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY **ONE** DEBTOR NAME **(1a OR 1b)** – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME JW CPG HOLLYWOOD2, LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1.c MAILING ADDRESS Line One 118 S. Formosa Avenue	This space not available.			
MAILING ADDRESS Line Two	CITY Los Angeles	STATE CA	POSTAL CODE 90036	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY **ONE** DEBTOR NAME **(2a OR 2b)** – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME PELLEGRINO NACHUM LLC				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One 3350 SW 57th Place	This space not available.			
MAILING ADDRESS Line Two	CITY Ft. Lauderdale	STATE FL	POSTAL CODE 33312	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY **ONE** SECURED PARTY **(3a OR 3b)**

3.a ORGANIZATION'S NAME **BANESCO USA,** a State chartered bank				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3.c MAILING ADDRESS Line One 150 Alhambra Circle, Ste. 1000	This space not available.			
MAILING ADDRESS Line Two	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

4. This **FINANCING STATEMENT** covers the following collateral: the collateral listed on Exhibit B, which is located on the real property more fully described in Exhibit A.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK **EXACTLY ONE** BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA 2593.0499

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDENDUM

8. NAME OF FIRST DEBTOR (1aOR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME			
JW CPG HOLLYWOOD2, LLC			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (**10a OR 10b**) – Do Not Abbreviate or Combine Names

10.a ORGANIZATION'S NAME				
10.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
10.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY **ONE** SECURED PARTY (**11a OR 11b**)

11.a ORGANIZATION'S NAME				
BANESCO USA, a State chartered bank				
11.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
11.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

12. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

13. Description of real estate:

Address: 320 Nebraska Street, Hollywood, Florida 33020
Parcel ID: 5142 12 01 1550
County: Broward
State: Florida

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Collateral is ☐ Held in Trust
☐ Being administered by Decedent's Personal Representative

17. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDITIONAL PARTY

18. NAME OF FIRST DEBTOR (1aOR 1b) ON RELATED FINANCING STATEMENT

18a. ORGANIZATION'S NAME			
JW CPG HOLLYWOOD2, LLC			
18b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. MISCELLANEOUS:

20. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY **ONE** DEBTOR NAME **(20a OR 20b)** – Do Not Abbreviate or Combine Names

20.a ORGANIZATION'S NAME				
MIMI B & FAMILY LLC				
20.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
20.c MAILING ADDRESS Line One 825 90th Street	This space not available.			
MAILING ADDRESS Line Two	CITY Surfside	STATE FL	POSTAL CODE 33154	COUNTRY USA

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY **ONE** DEBTOR NAME **(21a OR 21b)** – Do Not Abbreviate or Combine Names

21.a ORGANIZATION'S NAME				
L&M INTEGRITIES LLC				
21.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
21.c MAILING ADDRESS Line One 825 90th Street	This space not available.			
MAILING ADDRESS Line Two	CITY Surfside	STATE FL	POSTAL CODE 33154	COUNTRY USA

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY **ONE** DEBTOR NAME **(22a OR 22b)** – Do Not Abbreviate or Combine Names

22.a ORGANIZATION'S NAME				
22.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
22.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

23.☐ADDITIONAL SECURED PARTY'S NAME or **☐ASSIGNOR SECURED PARTY'S NAME** – INSERT ONLY **ONE** SECURED PARTY **(23a OR 23b)**

23.a ORGANIZATION'S NAME				
23.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
23.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

24.☐ADDITIONAL SECURED PARTY'S NAME or **☐ASSIGNOR SECURED PARTY'S NAME)** – INSERT ONLY **ONE** SECURED PARTY **(24a OR 24b)**

24.a ORGANIZATION'S NAME				
24.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
24.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

EXHIBIT A

Lots 18 and 19, Block 10, Hollywood Beach First Addition, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

EXHIBIT "B"

(a) all easement and other rights now or hereafter made appurtenant to the real property;

(b) all licenses (including without limitation, liquor licenses), apparatus, machinery, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, and other property of every kind and nature whatsoever owned by Mortgagor/Debtor and attached to, or a part of, or considered a fixture, or in which the Mortgagor/Debtor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor/Debtor in and to any of said Property, which may be subject to any security agreements (as defined in the Uniform Commercial Code);

(c) all awards or payments, including interest thereon, which may be made with respect to the Real Property, whether from the exercise of the right of the eminent domain (including any transfer made in lieu of the exercise of said right), or from any other injury to or decrease in the value of the Real Property;

(d) all leases, subleases, licenses and other agreements affecting the use or occupancy of the Real Property now or hereafter entered and the right to receive and apply rents, issues and profits of the Real Property, and any rents, deposits, and security deposits paid in connection therewith;

(e) all rights of Mortgagor/Debtor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property and/or any items covered by this instrument;

(f) the right (but not the obligation), in the name and on behalf of Mortgagor/Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this instrument and to commence any action or proceeding to protect the interest of the Mortgagee/Secured Party in the Real Property;

(g) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor/Debtor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor/Debtor in the Real Property;

(h) all abstracts of title, contract rights, management, franchise and service agreements, accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor/Debtor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;

(i) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor/Debtor is a party or beneficiary;

(j) all building materials, appliances and fixtures now owned or hereafter to be acquired by, or on behalf of Mortgagor/Debtor and intended for use in construction of or incorporated, annexed to, or located in, buildings and improvements to be constructed on the Real Property or any part thereof. Said materials and personal property shall include but not be limited to lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wall board, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment, floor coverings;

(k) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor/Debtor;

(l) any property or other things of value acquired with or paid for by any future advances pursuant to the said Mortgage;

(m) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor/Debtor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor/Debtor respecting or relating in any manner to the Real Property;

(n) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;

(o) all refunds of property taxes relating to the Real Property or any other property covered by this financing statement;

(p) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor/Debtor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;

(q) all of the right, title and interest of the Mortgagor/Debtor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;

(r) all of the Mortgagor/Debtor's interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;

(s) any and all balances, credits, deposits, accounts or monies of the Mortgagor/Debtor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee/Secured Party; and

(t) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this instrument, now owned or hereafter acquired by Mortgagor/debtor.

(u) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

Together with all substitutions for alterations, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions to any of the foregoing.

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE - 1" = 100'

A subdivision of a part of Section Twelve (12) in Township Fifty one (51) South, of Range Forty two (42) East, described as follows, to wit. Starting from the SW corner of Section Twelve (12) run easterly upon and along southern section line of Section twelve (12) Five hundred Five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Co's Canal; thence run northerly upon and along the East bank of the F.C.L.C. & T. Co's Canal Two Thousand seven hundred and Two Tenths (2700.2) feet to a point on the half section line of Section Twelve(12); thence run easterly upon and along half section line of section twelve (12) six hundred twelve and Forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean two thousand six hundred eighty six and Twenty five hundredths (2686.25) feet to a point on the South line of Section Twelve (12). thence run westerly upon and along of the South section line of Section Twelve seven hundred seventy three (773) feet to the point of the beginning, on the East bank of the F.C.L.C.&T. Co's Canal.

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are correct to the best of my knowledge and belief

By Frank C. Priestly, Engineer
License No 272

State of Florida
Broward County } SS.

Know all men by these presents that the HomeSeeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section twelve (12), in Township fifty one (51) South, of Range Forty two (42) East, and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks, shown on said plat

HomeSeeker's Realty Company
By President Joseph W. Young
Attest Secretary Lillian Allen

CORP. SEAL

State of Florida
County of Dade } SS

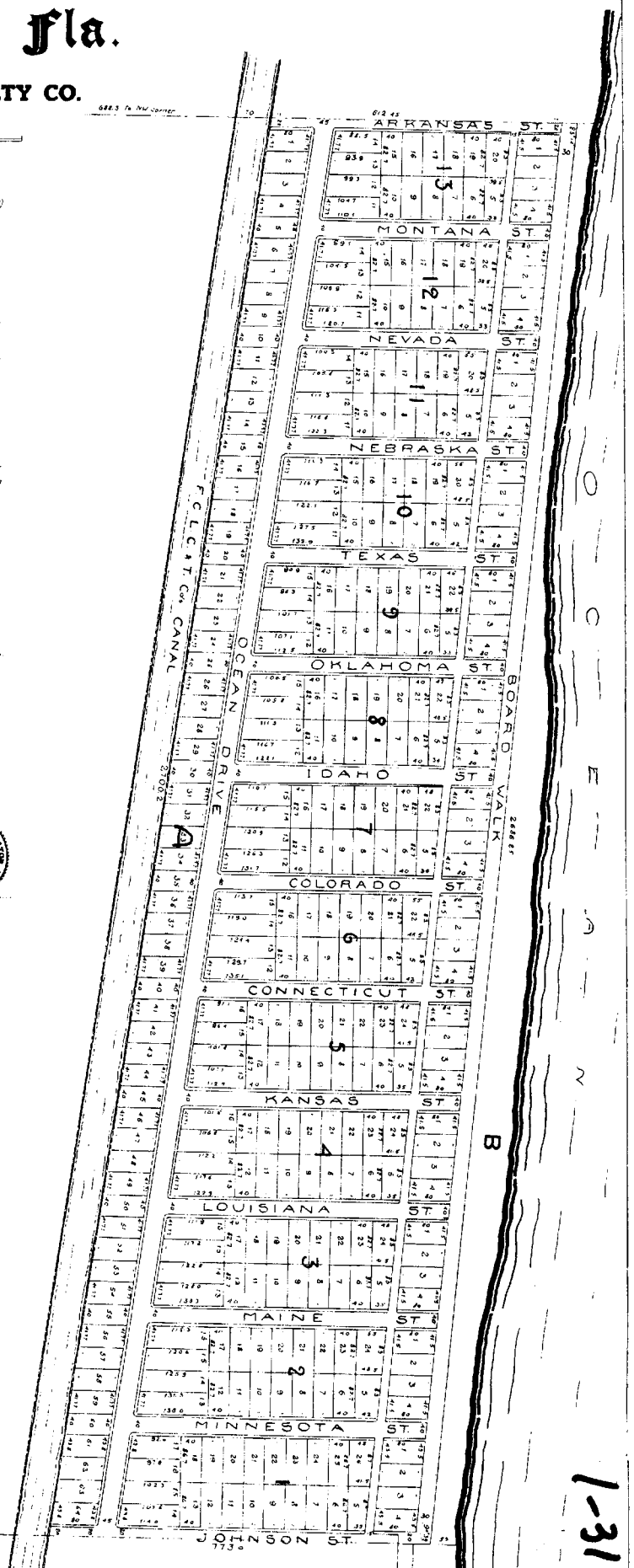
I Mary Murrs a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of HomeSeeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said Homeseeker's Realty Company for the uses and purposes therein set forth

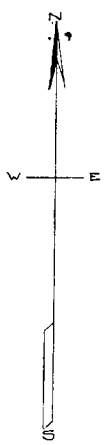
Witness my hand and Notarial Seal at Miami in said County and State this 12th day of February A.D. 1923.
My Commission expires on the 1st day of July 1926
Mary Murrs
Notary Public

N.P. SEAL

CIRCUIT ADMINISTRATION CREATED JAN. 1, 1975 BROWARD COUNTY, FLORIDA

STATE OF FLORIDA
BROWARD COUNTY } SS:
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as recorded in Plat Bk. 1 Page 31
WITNESS my hand and official seal in the City of Fort Lauderdale, this 21 day of Feb 1987
CLARENCE GRICE, Circuit Administrator
By Lan Allen D.C.





19395

1-31

78- 76150

CERTIFICATION
DNC
I certify this to be a true and correct copy of the record in my office.
Petition No. 21-Z-71
WITNESSETH my hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
Betty K Wright, City 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

OFF 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. WEINS

28.00

(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.

BK 7489 PAGE 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 302

inclusive, and Lots 15 to 18, 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 (S½) 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.

REC 7489 PAGE 393

All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) 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 (NE¼) of the Northeast Quarter (NE¼) 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 NE¼ of the NE¼ 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 NE¼ of the NE¼ 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 NE¼ of the NE¼ 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 A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

OFF REC 7489 PAGE 395

(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 NE¼ of the NE¼ 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 A1A (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 NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ 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:

Co nence at the Northeast corner of said Section 26; th ce 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 A1A (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 306

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) <u>From BD-2</u> 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. A1A), 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 A1A (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 A1A, 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 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ 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. A1A to the East right of way of the Intracoastal 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.

MAYOR

ATTEST:

CITY CLERK

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

REC 7489 PAGE 398

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

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Per County Commission, Date DEC 9 1986
Division of Planning
Review by Planner

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentance, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

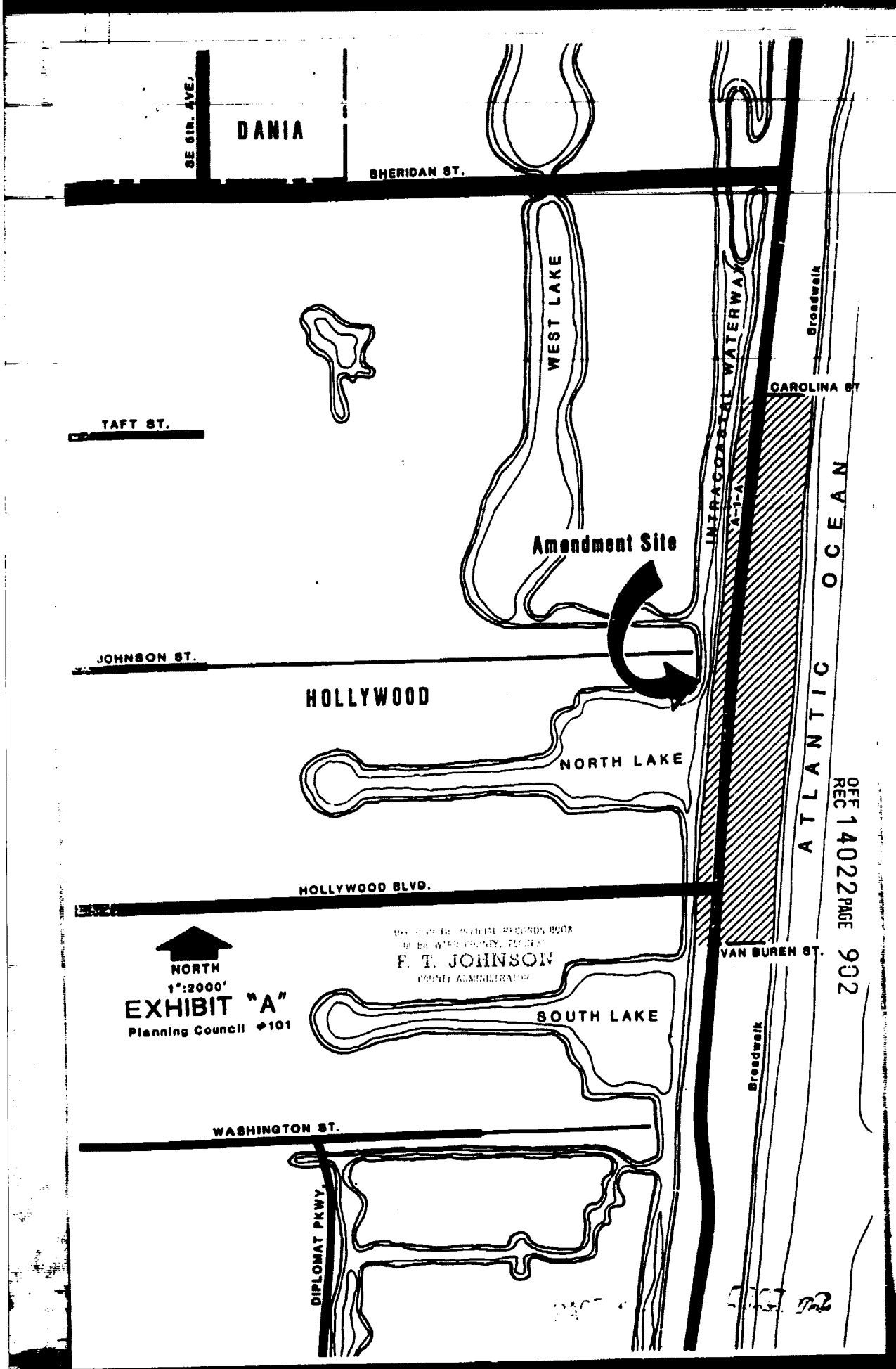
OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986
F. T. JOHNSON, County Administrator
By [signature] D.C.

RD:ed
CL5-I
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

86497527

87009642 Re Rec.

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14066 PAGE 945

'87 JAN 9 AM 10:10

OFF REC 14022 PAGE 903

DEC 9 1986

Division of Office of Planning

Return to Minutes

RETURN TO FRONT RECORDING

13.00 AI

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-90 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 9th day of January A.D., 1987

F. T. JOHNSON, County Administrator

By: Phyllis Hedges D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-90 as recorded in Board of County Commission records.

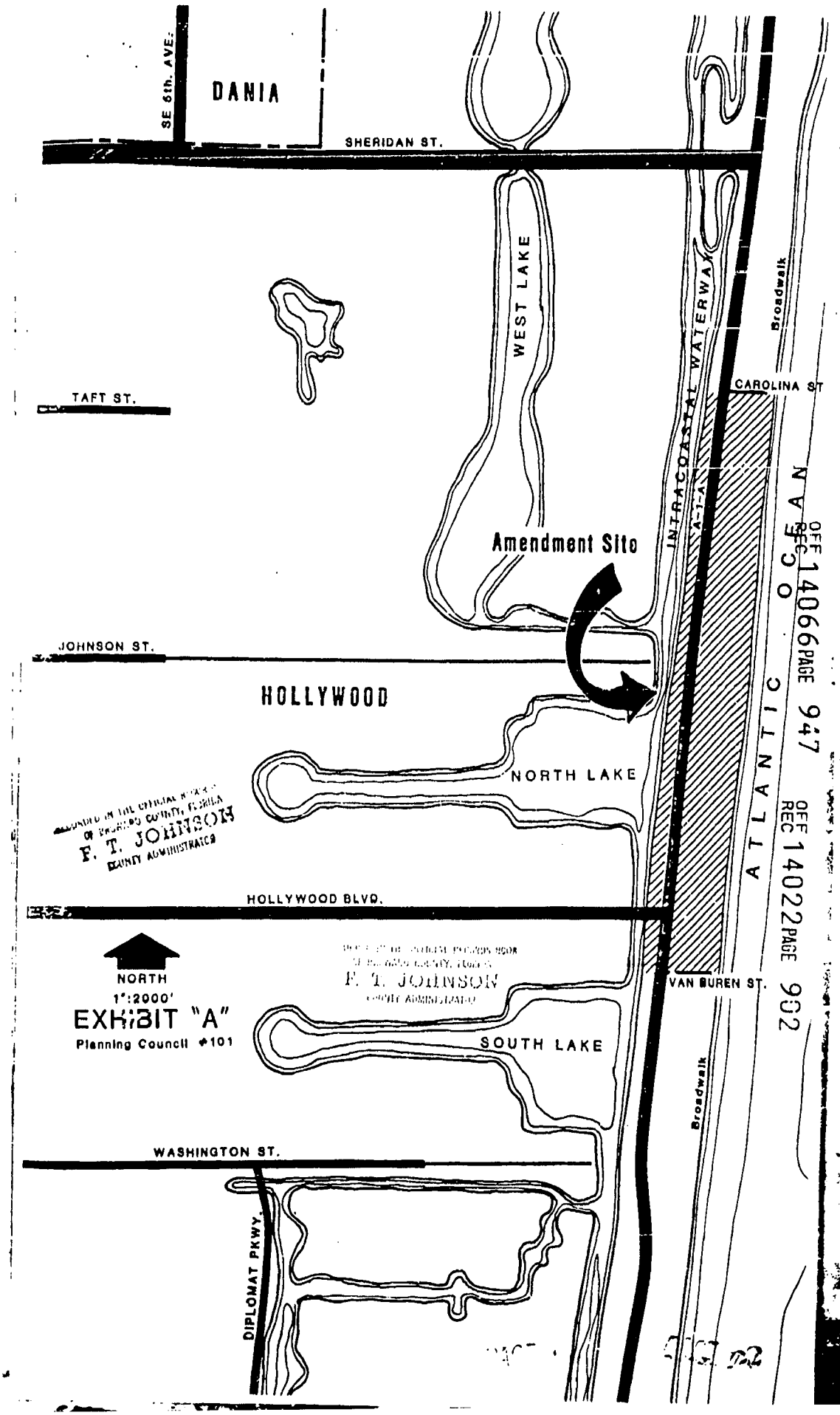
WITNESS my hand and official seal this 17th day of December A.D., 1986

F. T. JOHNSON, County Administrator

By: Phyllis Hedges D.C.

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41

OFF REC 14066 PAGE 946
OFF REC 14022 PAGE 901



RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 952

92359779

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THE UNDERSIGNED (referred to as the "Declarant") who is (are) the owner(s) of or have an interest in the real property described below (referred to as the "Subject Property"), hereby declare that the Subject Property shall be improved, occupied, owned, conveyed, encumbered, leased and used subject to the covenants, conditions, and restrictions (referred to as the "CCRs") below described.

RECITALS

WHEREAS, the Declarant freely, knowingly, and voluntarily enters into this Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, the Declarant is the fee simple owner of the Subject Property; and

WHEREAS, the Declarant has submitted to the City of Hollywood Application No. 56896 for a Building Permit (referred to as "Application") to make the following described improvements/alterations: New Two Story CBS MOTEL

to property located at (address):

320 NEBRASKA ST. Hollywood, Florida

and legally described as: LOTS 18 AND 19, BLOCK 10, "HOLLYWOOD BEACH FIRST ADDITION", PB1, PG 31, BROWARD COUNTY, FL.

WHEREAS, the CCRs are imposed upon the Subject Property as a condition precedent to the granting and approval of the Application of the Declarant; and

WHEREAS, failure to abide by any of the CCRs would adversely affect the health, safety and welfare of the public in general, and the adjacent and nearby property owners in particular;

NOW THEREFORE, for and in consideration of the City of Hollywood Growth Management Department, granting and approving the Application of the Declarant and the Declarant's execution and recording of this Declaration of Covenants, Conditions, and Restrictions ("the Declaration"), together with other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, it is hereby declared as follows:

1. Recitals. The above recitals are herewith incorporated by reference.

2. Operative Provisions--Covenant Restricting Allowable Density of Dwelling Units. The Declarant covenants and agrees that the density on the subject property shall not exceed:

a. _____ dwelling unit(s) (single family and duplex), or

b. SEVEN(7) dwelling unit equivalents (multi-family)

'92 AUG 19 PM 3

BK/9796PG0307

Return to Rene Diaz
1910 Leo St
Hollywood FL 33020

130 00
4

3. Effect by Declaration. This Declaration shall be enforceable by the City of Hollywood as a municipal corporation organized and existing under the Constitution of the State of Florida. The Declaration covenants and agrees that this Declaration and the CCRs contained therein shall be binding upon the Declarant from the date of executing this Declaration and shall inure to the heirs, devisees, executors, administrators, successors and assigns of the Declarant.

4. CCRs as a Legal Servitude. The Declarant covenants and agrees that this Declaration and the CCRs contained therein are impressed and imposed upon the Subject Property and are to run with the land in favor of the City of Hollywood. The CCRs are intended as to bind the Declarant, the devisees, heirs, assigns, grantees, personal representative or other successors in interest of the Declarant, in any of the Subject Property, however title thereto shall be acquired.

6. Revocation of Application Rights. Any breach as determined by the City of Hollywood of the Site Plan or this Declaration and the CCRs contained therein shall automatically revoke the granting and approval of any an all rights conferred by virtue of the Application of the Declarant. Upon revocation, the Hollywood Code Enforcement Board shall have jurisdiction to hear and decide cases in which violations on the Subject Property are alleged of any provisions of technical codes enacted by the City of Hollywood.

7. Other Remedies for Breach. Any breach as determined by the City of Hollywood of this Declaration shall justify and allow the City to apply to any Court of law or equity having jurisdiction thereof for an injunction or other proper relief; and if such relief be granted, the Court may, in its discretion, award to the City in any such action, the reasonable expenses in prosecuting the suit, including reasonable attorney's fees. In addition, the City may take any other affirmative action toward alleviating the breach, including submission to the jurisdiction of the Hollywood Code Enforcement Board, at the sole expense of the Declarant, their devisees, heirs, assigns, grantees, personal representatives or other successors in interest, irrespective of how that interest shall have been acquired.

8. No Waiver of Breach. In the event of any breach of the CCRs herein contained, any delay or failure on the part of the City to exercise any rights, powers, or remedies herein provided, shall not be construed as a waiver thereof or acquiescence therein.

9. Revisions. The CCRs may be terminated or amended with the prior written approval of the City Commission of the City of Hollywood.

10. Recording Fee. The Declarant, at his or her sole expense, shall record this Declaration in the Public Records of Broward County, Florida.

11. Severability. If any provision of this Declaration shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute,

BK19796PG0308

ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Declaration shall not affect the remaining portion of this Declaration or any part thereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions, and Restrictions this 28 day of July, 1992.

DECLARANT(S):

Mario Plante
Signature (Seal)

MARIO PLANTE
Print Name

Denyse Plante
Signature (Seal)

DENYSE PLANTE
Print Name

WITNESSES:

Pauline Wilmot

PAULINE WILMOT

NOTARY:

1) For an acknowledgement in an INDIVIDUAL capacity:

State of New Hampshire County of Hillsborough
This instrument was acknowledged before me on July 28, 1992 (date) by Mario Plante and Denyse Plante (name of person(s)).

Barbara Ackerman
NOTARY PUBLIC

My commission expires: 12/2/92

2. For an acknowledgement in a representative capacity (corporations):

State of _____ County of _____
This instrument was acknowledged before me on _____ (date) by _____ (name of person(s)) as _____ (type of authority, officer, etc.) of _____ (name of party on behalf of whom this instrument was executed).

_____
NOTARY PUBLIC

My commission expires: _____

This instrument prepared by:

BK-19796PG0309

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

98-284533 T#001
05-14-98 11:56AM

#43

$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 7th day of MAY, 1998, by Silver Spray Motel Inc., whose mailing address is 2115 N. OCEAN DR. Hlywd FL. 33019, grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining ONE palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

IN WITNESS WHEREOF, the said grantor has signed these presents the day and year first above written.

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Witness
Print Name: Arthur Walker

Silver Spray Motel Inc.
Grantor
By: Denise Grenier
Print Name: DENISE GRENIER

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22 2001

RETURN TO: Norman Vliet, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, Fl 33020-9045

BK 28220 PG 0750

DISTINGUISHED ITEM
Return Document To
Business Operations

32

Witness
Print Name: Arthur Walker

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7TH DE MAY, 199K, by DENISE GREENER as CEO of _____.
He/she is personally known to me or has produced _____ as identification.

OFFICIAL NOTARIAL SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22,2001

Print Name: Arthur Walker
Notary Public
Commission No: CC615101

My commission expires:

BK28220PG0751

STEPHEN H. GIBBS LAND SURVEYORS, INC.

2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '43

A portion of Block 10 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the northwest corner of said Block 10, run easterly along the northerly line of Block 10 a ~~distance of 12.80 feet to a point~~ on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence southerly along said easterly right-of-way line a distance of 4.70 feet to a Point of Beginning; thence continue southerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence northerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

not sure of measurement but city sprayed mark on spot for tree.
Dg

BK 18220 PG 0752

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

EXHIBIT 'A'

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, 20 01.

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:

Mara Giulianti

Mara Giulianti, Mayor

Janet D'Andrea

Witness signature

JANET D'ANDREA

Witness print name

Marion Grinke

Witness signature

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 Giulianti, who is personally known to me or who has produced — as identification.

(Seal)

Michele Anzalone

Signature of Notary Public

Michele Anzalone

(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 12964
EXPIRES AUG 26 2003
BONDED THROUGH
ADVANTAGE NOTARY

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

BY: 07

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

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

11/12/02 #19 2pm
Planning Council
RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

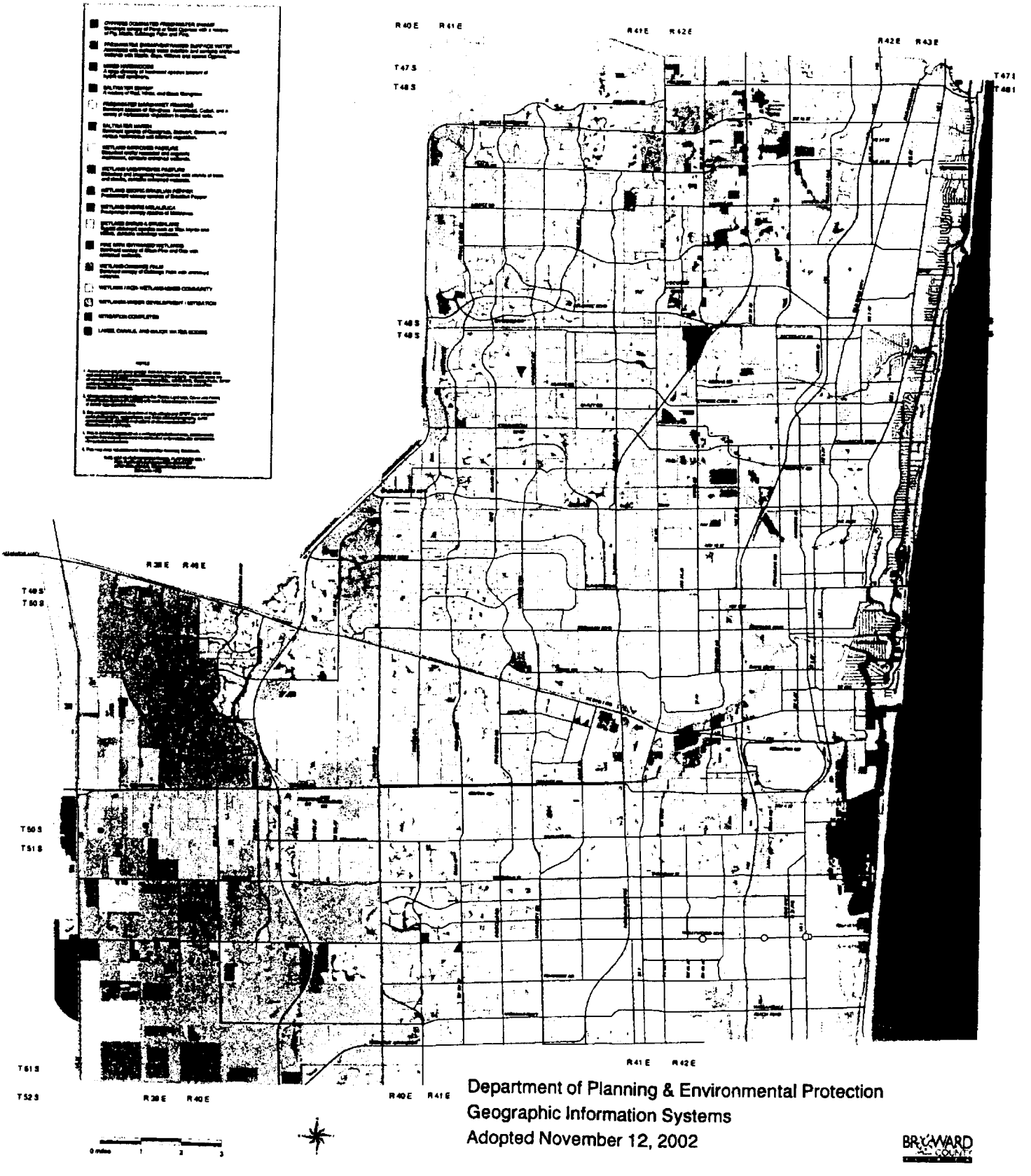
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



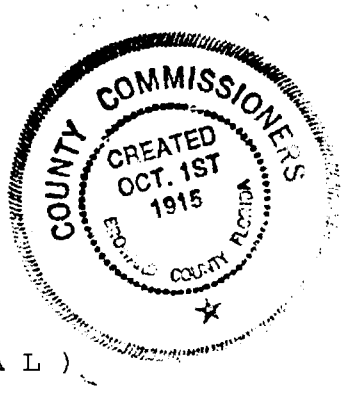
Department of Planning & Environmental Protection
Geographic Information Systems
Adopted November 12, 2002

BROWARD COUNTY

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102170
Street Address: 309 Oklahoma Street
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lots 6 and 7, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: CPG309, LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 of

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1330

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: __X_____ Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 18, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102170
Street Address: 309 Oklahoma Street
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from Frank Poleski and Janina Poleski, his wife, to Frank Pawlik and Elizabeth Pawlik, his wife, dated March 1, 1972, filed March 2, 1972, and recorded in Official Records Book 4787, Page 207.**

2. **Warranty Deed from Frank Pawlik and Elizabeth Pawlik, his wife, to Michael J. Palmietto, a married man, dated August 6, 1981, filed August 6, 1981, and recorded in Official Records Book 9730, Page 693.**

3. **Warranty Deed from Michael J. Palmietto, a married man, to Alpine and Partners, Inc., dated March 14, 1986, filed March 20, 1986, and recorded in Official Records Book 13263, Page 417.**

4. **Warranty Deed from Alpine and Partners, Inc., a Florida corporation, to Jean Paul Parenteau and Ghislaine Parenteau, his wife, dated September 1, 1988, filed September 14, 1988, and recorded in Official Records Book 15780, Page 200.**

5. **Warranty Deed from Jean Paul Parenteau, joined by Ghislaine Parenteau, his wife, to SRB Enterprises, Inc., a Florida Corporation, dated May 21, 1999, filed August 18, 1999, and recorded in Official Records Book 29767, Page 1094.**

6. **Warranty Deed from S.R.B. Enterprises, Inc., a Florida Corporation, to Darlene Santos, a single woman, dated October 1, 2001, filed October 18, 2001, and recorded in Official Records Book 32248, Page 726.**

7. **Warranty Deed from Darlene Santos, a single woman, to Ensemble, LLC, a Florida Limited Liability Company, dated March 7, 2005, filed March 15, 2005, and recorded in Official Records Book 39242, Page 349.**

8. **Warranty Deed from Ensemble, LLC, a Florida limited liability Company, to Westerdal, LLC, a Florida limited liability company, dated March 29, 2007, filed April 6, 2007, and recorded in Official Records Book 43861, Page 1384.**

9. **Warranty Deed from Westerdal, LLC, a Florida limited liability company, to Sun Beach Inn, LLC, a Florida limited liability company, dated July 2, 2009, filed July 8, 2009, and recorded in Official Records Book 46360, Page 21.**

10. **Warranty Deed from Sun Beach Inn, LLC, a Florida limited liability company, to Seven Par 001, LLC, a Florida limited liability company, dated December 1, 2014, filed December 11, 2014, and recorded in Official Records Book 51309, Page 1144.**

11. **Warranty Deed from Seven Par 001, LLC, a Florida limited liability company, from VG Invest Oklahoma 613 LLC, a Florida limited liability company, dated July 15, 2021, filed July 20, 2021, and recorded in Instrument # 117437676.**

12. **Special Warranty Deed from VG Invest Oklahoma 613 LLC, a Florida limited liability company, to CPG309, LLC, a Florida limited liability company, dated January 25, 2022, filed January 27, 2022, and recorded in Instrument # 117896861.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102170
Street Address: 309 Oklahoma Street
County: Broward

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage and Security Agreement; Collateral Assignment of Leases, Profits and Rents, by CPG309, LLC, a Florida limited liability company, and Banesco USA, a State Chartered Bank, filed January 27, 2022, and recorded in Instrument # 117896862; UCC Financing Statement form filed January 27, 2022, and recorded in Instrument # 117896863.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Restrictions, covenants, conditions and easements as set forth in those instruments recorded in Deed Book 25, Page 443 and Deed Book 25, Page 444, as affected by Release of Reverter recorded in Deed Book 701, Page 467 and Deed Book 701, Page 468.**

3. **Ordinance No.0-72-39 filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**

4. **Ordinance No. 86-90, filed December 26, 1986, and recorded in Official Records Book 14022, Page 900; Re-Recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

5. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510.**

6. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

7. **Right of Entry Permit and temporary Construction Easement Agreement dated December 1, 2016, filed January 23, 2017, and recorded in Instrument #114163610.**

RIGHT-OF-WAY:

NONE

NAME SEARCH:

CPG309, LLC

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102170
Street Address: 309 Oklahoma Street
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	**309 OKLAHOMA STREET, HOLLYWOOD FL 33019**	ID #	5142 12 01 1330
Property Owner	CPG309 LLC	**Millage**	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	**Use**	39-08

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 6,7 BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2023*	$298,270	$1,779,610	$2,077,880	$2,077,880	
2022	$298,270	$1,502,490	$1,800,760	$1,800,760	$38,961.13
2021	$298,270	$1,114,160	$1,412,430	$1,412,430	$30,978.48

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$2,077,880	$2,077,880	$2,077,880	$2,077,880
Portability	0	0	0	0
Assessed/SOH	$2,077,880	$2,077,880	$2,077,880	$2,077,880
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$2,077,880	$2,077,880	$2,077,880	$2,077,880

Sales History

Date	Type	Price	Book/Page or CIN
1/21/2022	SWD-D	$2,100,000	**117896861**
7/9/2021	WD-Q	$1,920,000	**117437676**
12/1/2014	WD-Q	$1,300,000	**112691698**
6/2/2009	WD-Q	$1,000,000	**46360 / 21**
3/29/2007	WD-Q	$855,000	**43861 / 1384**

Land Calculations

Price	Factor	Type
$45.07	6,618	SF
Adj. Bldg. S.F. (Card, Sketch)		4048
Units		9
Eff./Act. Year Built: 1965/1952		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
4048								

Real Estate Account #514212-01-1330

Owner: CPG309 LLC
Situs: 309 OKLAHOMA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687340	CL-0010741	0513	$0.00	**PAID** Print (PDF)

If paid by: Nov 30, 2022
Please pay: $0.00

Combined taxes and assessments: $38,961.13

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

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	$1,800,760.00	$0.00	$1,800,760.00	$9,959.28
VOTED DEBT	0.13840	$1,800,760.00	$0.00	$1,800,760.00	$249.23
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$1,800,760.00	$0.00	$1,800,760.00	$8,015.18
CAPITAL OUTLAY	1.50000	$1,800,760.00	$0.00	$1,800,760.00	$2,701.14
VOTER APPROVED DEBT LEVY	0.18730	$1,800,760.00	$0.00	$1,800,760.00	$337.28
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	$1,800,760.00	$0.00	$1,800,760.00	$58.88
OKEECHOBEE BASIN	0.10260	$1,800,760.00	$0.00	$1,800,760.00	$184.76
SFWMD DISTRICT	0.09480	$1,800,760.00	$0.00	$1,800,760.00	$170.71
SOUTH BROWARD HOSPITAL	0.10100	$1,800,760.00	$0.00	$1,800,760.00	$181.88
Total Ad Valorem Taxes	**20.77520**				**$37,411.13**

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$1,800,760.00	$0.00	$1,800,760.00	$810.34
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	$1,800,760.00	$0.00	$1,800,760.00	$13,445.37
DEBT SERVICE	0.68830	$1,800,760.00	$0.00	$1,800,760.00	$1,239.46
FL INLAND NAVIGATION	0.03200	$1,800,760.00	$0.00	$1,800,760.00	$57.62
Total Ad Valorem Taxes	**20.77520**				**$37,411.13**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$1,322.00
HLWD FIRE INSPECTION		$228.00
Total Non-Ad Valorem Assessments		**$1,550.00**

Parcel Details

Owner: CPG309 LLC

Situs: 309 OKLAHOMA ST

Account 514212-01-1330

Alternate Key 687340

Millage code 0513 - HOLLYWOOD 0513

Millage rate 20.77520

Escrow company: BANESCO USA (CL-0010741)
150 ALAHAMBRA CIRCLE STE 100
CORAL GABLES, FL 33134

Assessed value: $1,800,760

School assessed value: $1,800,760

2022 TAX AMOUNTS

Ad valorem: $37,411.13

Non-ad valorem: $1,550.00

Total Discountable: $38,961.13

Total tax: $38,961.13

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 6,7 BLK 9

LOCATION

Book, page, item: --

Property class:

Township: 51

Range: 42

Section: 12

Use code: 39

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

© 2019-2023 Grant Street Group. All rights reserved.

Search > Account Summary

Real Estate Account #514212-01-1330

Owner: CPG309 LLC

Situs: 309 OKLAHOMA ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/29/2022** for **$37,402.68**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $37,402.68	11/29/2022	**Receipt** #EEX-22-00000568	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $29,739.34	11/08/2021	**Receipt** #WWW-21-00033604	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $32,894.61	11/24/2020	**Receipt** #WWW-20-00080068	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $30,936.55	11/12/2019	**Receipt** #WWW-19-00033471	Print (PDF)
2018					
2018 Annual Bill	$0.00	**Paid** $29,474.51	11/07/2018	**Receipt** #WWW-18-00020287	Print (PDF)
Refund		**Processed** $715.28	04/05/2019	**To** SEVEN PAR 001 LLC	
		Paid $29,474.51			
2017 Annual Bill	$0.00	**Paid** $28,017.14	11/29/2017	**Receipt** #WWW-17-00070791	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $25,941.64	11/10/2016	**Receipt** #WWW-16-00019430	Print (PDF)
2015					
2015 Annual Bill	$0.00	**Paid** $27,079.67	12/22/2015	**Receipt** #WWW-15-00077106	Print (PDF)
Refund		**Processed** $880.67	02/12/2016	**To** SEVEN PAR 001 LLC	
		Paid $27,079.67			
2014 Annual Bill	$0.00	**Paid** $14,728.63	12/29/2014	**Receipt** #04B-14-00004938	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $15,729.42	03/24/2014	**Receipt** #01A-13-00002942	Print (PDF)
2012					
2012 Annual Bill	$0.00	**Paid** $17,436.51	01/29/2014	**Receipt** #13B-13-00005046	Print (PDF)
Certificate #21924		**Redeemed**	01/29/2014	**Face** $16,600.25, **Rate** 0.25%	
		Paid $17,436.51			
2011 Annual Bill	$0.00	**Paid** $15,957.23	04/17/2012	**Receipt** #13B-11-00005635	Print (PDF)
2010 Annual Bill	$0.00	**Paid** $21,501.88	03/22/2011	**Receipt** #LBX-10-00223878	Print (PDF)
2009 Annual Bill	$0.00	**Paid** $16,744.48	11/19/2009	**Receipt** #LBX-09-00094637	Print (PDF)
2008 Annual Bill	$0.00	**Paid** $16,490.42	11/25/2008	**Receipt** #2008-3001938	Print (PDF)
2007 Annual Bill	$0.00	**Paid** $17,124.73	01/30/2008	**Receipt** #2007-5005820	Print (PDF)
Total Amount Due	**$0.00**				

BILL	AMOUNT DUE	STATUS			ACTION
2006 Annual Bill	$0.00	**Paid** $19,067.55	04/19/2007	**Receipt** #2006-3012565	Print (PDF)
2005					
2005 Annual Bill	$0.00	**Paid** $12,635.48	04/19/2007	**Receipt** #2006-1604114	Print (PDF)
Certificate #7975		**Redeemed**	04/25/2007	**Face** $12,027.84, **Rate** 0.25%	
		Paid $12,635.48			
2004 Annual Bill	$0.00	**Paid** $10,061.74	11/01/2004	**Receipt** #2004-6148328	Print (PDF)
Total Amount Due	**$0.00**				

© 2019–2023 Grant Street Group. All rights reserved.

Sanitary 99.00
State 270.00

FORM 33 WARRANTY DEED 72- 37182 BROWARD COUNTY TITLE CO.

This Indenture

Made this 1st *day of* March *A. D. 1972*

Between FRANK POLESKI and JANINA POLESKI, his wife,

of the County of Broward *in the State of* Florida
part ies *of the first part, and* FRANK PAWLIK and ELIZABETH PAWLIK, his wife,
whose mailing address is: 309 Oklahoma Street, Hollywood Beach, Florida

of the County of *in the State of*
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 valuable 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:*

Lots 6 and 7 in Block 9 of HOLLYWOOD BEACH, FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida; Together with the furnishings located in the residence on the above property in accordance with an inventory agreed upon between the parties hereto.

Subject to restrictions, reservations, conditions and easements of record, if any, and taxes for the year 1972 and subsequent years.

'72 MAR 2 PM 2:04
JACK WHEELER, COUNTY RECORDER

BROWARD COUNTY 097142 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE MAR-2-'72 P.B. 10320 270.00

This instrument was prepared by
Virginia A. Gideons
BROWARD COUNTY TITLE COMPANY
3325 Hollywood Blvd.
Hollywood, Florida
Incident to the issuance of a title insurance contract.

BROWARD COUNTY 098046 FLORIDA DEPT. OF REVENUE MAR-2-'72 P.B. 10331 DOCUMENTARY SUR TAX 99.00

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 Our Presence:

Ingrid A. Gillen — Frank Poleski (Frank Poleski)
Virginia A. Gideons — Janina Poleski (Janina Poleski)

RECORDED IN OFFICIAL RECORD BOOK OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

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,*

FRANK POLESKI and JANINA POLESKI, his wife,

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

WITNESS *my hand and official seal at* Hollywood, *County of* Broward *, and State of Florida, this* 1st *day of* March *, A. D. 19* 72 .

My Commission Expires _____

Ingrid A. Gillen
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
Notary Public, State of Florida at Large
My Commission Expires July 18, 1974
Bonded By American Fire & Casualty Co.

OFF. REC. 4787 PAGE 207

Return to: 452853
Broward County Title Co.

Attest: H. John Hoscher

Signed, sealed and delivered
in our presence:
Herbert J. (cannot decipher)
F. Trautman

SOUTH HOLLYWOOD DEVELOPMENT COMPANY,

By Charles T. Woolston
Vice President.

(CORPORATE SEAL)

STATE OF New Jersey
COUNTY OF Burlington

I HEREBY CERTIFY, that on this ____ day of September A. D. 19..., before me personally appeared Charles T. Woolston and H. John Hoscher respectively Vice President and Secretary of South Hollywood Development 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 Thomas W. Beideman 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 said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Riverton, in the County of Burlington and State of New Jersey, the day and year last aforesaid.

C. Ruth Hinz (Seal)
Notary Public
My commission expires _____ 19_____
NOTARY PUBLIC OF N. J.
My Commission Expires Nov. 24, 1927.

(N. P. SEAL)
(Revenue Stamp $1.00)

STATE OF FLORIDA
COUNTY OF BROWARD
This instrument was filed for record in the 2nd day of Oct. A. D. 1925, and recorded in Deed Book 23, page 422. RECORD VERIFIED.

Frank A. Bryan
Clerk Circuit Court

By M. L. Tarrant D. C.

72297c WARRANTY DEED

THIS INDENTURE, made this 4th day of September A. D. 1923, between the HOME SECURITY REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the first part, and John H. Tish and Margaret M. Tish, his wife, Reading Pa., parties of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations ($10.00) to it 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, the following described land, being in the County of Broward and State of Florida, to-wit:

Lot seven (7) in Block nine (9)

according to the plat of "HOLLYWOOD BEACH, FIRST ADDITION", a subdivision of Section Twelve (12) Township Fifty-one (51) South, Range Forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 1, at Page 31, thereof.

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.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and sewerage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.

(b) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of any violation of such covenants title to the said premises, shall ipso facto revert to the company.

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of good appearance costing not less than Twenty-Five Hundred Dollars ($2,500.00) and when so used, the grantees shall forthwith provide for proper sanitary disposition of sewerage.

(d) That in accepting this deed, the grantees, their heirs and assigns agree that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the grantor, its successors and assigns.

(e) That a violation of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantees, their heirs or assigns shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

WARRANTY DEED
STATUTORY
F.S. 689.02

81-222817

This Indenture,

RAMCO FORM 49

(Wherever used herein the terms "first party" and "second party" 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.)

Made this 6th day of August A. D. 19 81

BETWEEN

FRANK PAWLIK and ELIZABETH PAWLIK, his wife

of the County of Broward in the State of Florida parties of the first part, and

MICHAEL J. PALMIETTO, a married man

of the County of Westchester in the State of New York whose post office address is

49 Lake View Avenue, West Peekskill, New York 10566

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, to them in hand paid by the 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, and being in the County of Broward State of Florida, to wit:

Lots 6 & 7, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes for the year 1981 and subsequent years.
2. Conditions, restrictions, limitations, covenants, agreements reservations and contracts of record, if any.
3. Zoning ordinances and regulations.
4. Subject to a Purchase Money Wrap Around Mortgage of even date between grantors and grantees herein, encompassing that certain mortgage in favor of Frank Poleski and Janina Poleski, his wife, in the approximate remaining principal balance of $24,771.16.

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 the presence of:

FRANK PAWLIK

ELIZABETH PAWLIK

GRAHAM [illegible]
DEPUTY 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

FRANK PAWLIK and ELIZABETH PAWLIK, 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 6th August A. D. 19 81.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 31 1982
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARY PUBLIC-STATE OF FLORIDA
At Large

This Instrument prepared by: JACK B. PACKAR, P.A.
ATTORNEY AT LAW
SUITE 700
CENTER COURT BUILDING

RECORD & RETURN TO: SCOTT FUERST, ESQ.

86- 99832

Warranty Deed

STATUTORY WARRANTY DEED

This Indenture, Made this 14th day of MARCH 1986, **Between**

MICHAEL J. PALMIETTO, a married man

of the County of WESTCHESTER, State of NEW YORK, grantor*, and

ALPINE AND PARTNERS, INC.

whose post office address is 309 Oklahoma Street, Hollywood, Florida 33019

of the County of BROWARD, State of FLORIDA, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of TEN DOLLARS ($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 BROWARD County, Florida, to-wit:

Lots 6 and 7, Block 9, Hollywood Beach, First Addition, according to the Plat Book 1 at Page 31 of the Public Records of Broward County, Florida.

SUBJECT TO:

1. Taxes for the year 1986 and subsequent years.
2. Conditions, restrictions, limitations, covenants, agreements, reservations and contracts of record, if any.
3. Zoning ordinances and regulations.
4. Subject to and assuming a Purchase Money Wrap Around Mortgage, dated August 6, 1981 from Michael J. Palmietto -to- Frank Pawlik and Elizabeth Pawlik, according to the Official Record Book 9730, Page 694 of the Public Records of Broward County, Florida.

Grantor hereby certifies that he is a resident of Westchester County in the State of New York and that no member of the family of Grantor resides on the property conveyed hereby or on any property contiguous thereto.

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Michael J. Palmietto (Seal)

950.00 Tax been paid in Broward County for Documentary Stamp Tax as required by law. (Seal)

(Seal)

(Seal)

OFF REC 13263 PG 417

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared MICHAEL J. PALMIETTO, a married man.

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

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of MARCH 1986.

Susan L. Agee
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 13 1986
BONDED THRU GENERAL INS UNDERWRITERS

RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

THIS INSTRUMENT WAS PREPARED BY:

BENJAMIN PLATT
Attorney at Law
Professional Plaza-Suite 204
2260 Palm Beach Lakes Boulevard
WEST PALM BEACH, FLORIDA 33409

RETURN TO: JON AGEE
SUITE 514 - SUNRISE BAY BUILDING
2701 E. SUNRISE BOULEVARD
FT. LAUDERDALE, FLORIDA 33304

Mar 20 9 30 AM '86

Warranty Deed

88370151

This instrument was prepared by:
Jon Agee, Attorney at Law
Suite 508 - Galleria Professional Building
915 Middle River Drive
Fort Lauderdale, Florida 33304

THIS INDENTURE, made on the day set forth below between

ALPINE AND PARTNERS, INC., a Florida corporation,

hereinafter called the Grantor, and

JEAN PAUL PARENTEAU and GHISLAINE PARENTEAU, his wife,

hereinafter called the Grantee, whose mailing address is:

309 Oklahoma Street, Hollywood, Florida 33019

WITNESSETH: that the said Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration in hand paid by the Grantee, the receipt of whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, his heirs, successors and assigns forever, the following described lands, to-wit:

Lots 6 and 7, in Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, at page 31, of the Public Records of Broward County, Florida; said lands lying in Broward County, Florida.

SUBJECT to that Mortgage to Frank Pawlik and Elizabeth Pawlik, recorded in Official Records Book 9730, at page 694, of the Public Records of Broward County, Florida, having a principal balance of approximately 114,860.22, which Grantees assume and agree to pay.

SUBJECT to purchase money Mortgages to Grantor in the principal amount of $185,000.00 and $75,000.00 respectively.

SUBJECT to restrictions, reservations and easements of public record, and to real and personal property taxes for the current year and thereafter. Said Grantor does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all person whomsoever.

IN WITNESS WHEREOF, the Grantor has set his hand and seal hereunto to convey said property to said Grantee on this September 1, 1988.

Signed, sealed and delivered
in the presence of us:

ALPINE AND PARTNERS, INC.
a Florida corporation

Witness _____ President _____ (SEAL)

Witness _____ _____ (SEAL)

Witness _____ _____ (SEAL)

Witness _____ _____ (SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

Before me personally appeared

HANS MARTIN, President of ALPINE AND PARTNERS, INC.,

to me well known and known to me to be the person(s) described in and who executed the Warranty Deed, and acknowledged to and before me that said instrument was executed for the purposes therein expressed.

WITNESS my hand and official seal, this September 1, 1988.

Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 4, 1990
BONDED THRU GENERAL INS. UND.

RECORDED IN OFFICIAL RECORDS BOOK
L. A. HUTCHESON
COUNTY ADMINISTRATOR

2062 50

88 SEP 14 AM 9 32

BK15780PG 200

INSTR # 99491222
OR BK 29767 PG 1094
RECORDED 08/18/99 02:21 PM
COMMISSION
BROWARD COUNTY
DOC STMP-D 2,660.00
DEPUTY CLERK 1006

HARVIE S. DUVAL, ESQ.
11601 Biscayne Boulevard - #201
North Miami, Florida 33181

Return to:
HARVIE S. DUVAL, ESQ.
11601 Biscayne Boulevard - #201
North Miami, Florida 33181

Property Appraiser Parcel I.D. 11212-01-13300
Grantee(s) I.D #: *As to JEAN PAUL PARENTEAU* 156-48-400
As to GHISLAINE PARENTEAU, his Wife 594-05-6194

WARRANTY DEED

THIS WARRANTY DEED Made this *21st* day of *May, 1999*, between ***JEAN PAUL PARENTEAU, joined by GHISLAINE PARENTEAU, his Wife,*** hereinafter called the **Grantors,** to ***SRB ENTERPRISES, INC., a Florida corporation,*** whose address is ***18100 NE 19th Avenue, North Miami Beach, Florida 33162,*** hereinafter called the **Grantee.**

WITNESSETH, that said **Grantors**, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the **Grantee, all right, title and interest** in that certain land situate, lying and being in **Broward County, Florida**, to wit:

> ***Lots 6 and 7 in Block 9 of HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, together with all buildings and improvements thereon.***

SUBJECT TO: All valid restrictions, conditions, reservations and easements of record.
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 **Grantors** hereby covenant with said **Grantee** that the **Grantors** are lawfully seized of said land in fee simple; that the **Grantors** have good right and lawful authority 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; and that said land is free of all encumbrances, except taxes accruing subsequent to ***December 31, 1998.***

IN WITNESS WHEREOF, **Grantors** have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in our presence:

HARRY M HAUSMAN
(Print Name)

MARIA CASTELEIRO
(Print Name)

Jean Paul Parenteau L.S.
JEAN PAUL PARENTEAU
Joined by:
Ghislaine Parenteau L.S.
GHISLAINE PARENTEAU, his Wife
Address:
1829 Funston Street
Hollywood, Florida 33019

STATE OF FLORIDA)
SS:
COUNTY OF DADE)

I HEREBY CERTIFY THAT on the *21st* day of *May, 1999*, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ***JEAN PAUL PARENTEAU joined by GHISLAINE PARENTEAU, his Wife.*** to me personally known, or identified by HARRY HAUSMAN, ESQ, and known to me to be the same persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed by seal of office the day and year last above written.

(L.S.)
Notary Public State of Florida

OFFICIAL NOTARY SEAL
MARIA CASTELEIRO
COMMISSION NUMBER
CC698989
MY COMMISSION EXPIRES
DEC. 27,2001

berkclos.doc

Return To:
Lawrence H. Fedy, Esq.
2450 Hollywood Blvd #401
Hollywood, FL 33020

This Document Prepared By:
Ernst G. Wintter, Esquire
Wintter & Associates, P.A.
2239 Hollywood Boulevard
Hollywood, Florida 33020

INSTR # 101409939
OR BK 32248 PG 0726
RECORDED 10/18/2001 08:27 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 3,500.00
DEPUTY CLERK 1033

Parcel ID Number: 1212-01-1330
Grantee #1 TIN:
Grantee #2 TIN:

Warranty Deed

This Indenture, Made this 1st day of October, 2001 A.D., **Between** S.R.B. ENTERPRISES, INC., a Florida corporation

of the County of MIAMI-DADE, State of Florida, **grantor,** and DARLENE SANTOS, a single woman

whose address is: 309 Oklahoma Street, Hollywood, Florida 33019

of the County of BROWARD, State of FLORIDA, **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of BROWARD State of Florida to wit:

LOTS 6 AND 7 IN BLOCK 9 OF HOLLYWOOD BEACH, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2000.

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

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

Signed, sealed and delivered in our presence:

Printed Name: Ernst G. Wintter
Witness

Alam Berke (Seal)
ALAM BERKE, AS PRESIDENT OF S.R.B. ENTERPRISES, INC., a Florida corp.
P.O. Address: 18100 N.E. 19th AVENUE, NORTH MIAMI BEACH, FL 33162

Wendy O'Brien
Printed Name: WENDY O'BRIEN
Witness

STATE OF Florida
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1st day of October, 2001 by ALAM BERKE, AS PRESIDENT OF S.R.B. ENTERPRISES, INC., a Florida corporation

she is personally known to me or she has produced his Florida driver's license as identification.

OFFICIAL NOTARY SEAL
WENDY S O'BRIEN
COMMISSION NUMBER
CC733852
MY COMMISSION EXPIRES
MAY 5,2002
NOTARY PUBLIC STATE OF FLORIDA

Wendy S. O'Brien
Printed Name:
Notary Public
My Commission Expires:

SRB

Laser Generated by © Display Systems, Inc., 2000 (863) 763-5555 Form FLWD-1

mdh

Prepared by and return to:

Lawrence H. Feder, Attorney at Law
3900 Hollywood Blvd. - Suite 103
Hollywood, FL 33021

File No.: RE-05-15
Will Call No.: **2690**

Grantee S.S. No.
Parcel Identification No. 11212-01-13300 / 21212-01-13300

_____[Space Above This Line For Recording Data]_____

Warranty Deed

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

This Indenture made this 7 **day of March, 2005**, between **Darlene Santos, a single woman,** whose post office address is **309 Oklahoma St., Hollywood, FL 33019** of the County of Broward, State of Florida , grantor*, and **Ensemble, LLC, a Florida Limited Liability Company** whose post office address is **309 Oklahoma St., 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 **Miami-Dade** , State of Florida, to-wit:

Lots 6 & 7, Block 9, of HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, at Page 31, of the Public Records of Broward County, Florida.

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.

Witness my hand and seal this 7 day of March, 2005

Signed, sealed and delivered in our presence:

Witness - Signature

Lawrence Feder
Witness - Print Name

Witness - Signature

Allen M. Shore
Witness - Print Name

Darlene Santos RN
Darlene Santos

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7 day of March,2005 by **Darlene Santos** , who is personally known to me or has produced a _____ as identification.

[Notary Seal]
My Commission Expires:

Notary Public- State of Florida

Lawrence H Feder
My Commission DD062775
Expires October 22, 2005

This Instrument Prepared by:
Roxana I. Nasco, Esq.
Law Offices of Louis A. Supraski, P.A.
2450 NE Miami Gardens Drive, 2nd Floor
North Miami Beach, Florida 33180

Return to:
Harvey K. Mattel, Esq.
P.O. Box 02-9010
Fort Lauderdale, Florida 33302-9010

Folio No. 11212-01-13300

WARRANTY DEED

THIS WARRANTY DEED executed this 29 day of March, 2007, by ENSEMBLE, LLC, a Florida limited liability company, with a principal office located at 1515 North Ocean Drive, Hollywood, Florida 33019 (hereinafter "Grantor") and WESTERDAL, LLC, a Florida limited liability company, with a principal office located at 2039 Southeast 10th Avenue, Suite 511, Fort Lauderdale, Florida 33316 (hereinafter referred to as "Grantee").

WITNESSETH, the Grantor, for and in consideration of Ten and No/100 ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee, the following described lot, piece, or parcel of land, situate, lying and being in the County of Broward, State of Florida, to wit:

Lots 6 and 7, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the map or plat thereof, as recorded in Plat Book 1, Page 31 of the Public Records of Broward County, Florida.

Subject to:

1. Taxes and assessments for the current calendar year and all subsequent years;

2. Zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority; and

3. Conditions, restrictions, reservations, limitations and easements of record, if any, but this reference shall not operate to reimpose same;

TO HAVE AND TO HOLD the same, in fee simple forever, together with all and singular appurtenances thereunto belonging or in anywise appertaining, and Grantor hereby warrants the title to the property described herein and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: DANA CHERAL

Witness: BILAL

ENSEMBLE, LLC,
a Florida limited liability company

By: Zeev W. Hechter
Zeev W. Hechter,
Managing Member

STATE OF ~~FLORIDA~~ NEW YORK
COUNTY OF ~~MIAMI-DADE~~ QUEENS

Sworn to and subscribed before me this 29 day of MARCH, 2007, by ZEEV W. HECHTER as Managing Member of ENSEMBLE, LLC, a Florida limited liability company, who is [ ] personally known to me or who has [✓] produced D/L as identification.

My commission expires: 12.06.2008

NOTARY PUBLIC, State of Florida

YURICA LEYBA
NOTARY PUBLIC STATE OF NEW YORK
01 6033903
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES 12-6-2008

This document prepared by:
Leslie Fernandez
Eduardo Jose Garcia, P.A.
Suite 300, Grove Professional Building
2950 SW 27th Avenue
Miami, Florida 33133

Folio No. 11212-01-13300

Space above this line for recording

WARRANTY DEED

This Warranty Deed executed this 2nd day of July, 2009 by

Westerdal, LLC, a Florida limited liability company
whose post office address is: 2225 109th Avenue North East, Bellevue, WA 98004.
party of the first part and hereinafter referred to as the grantor; to

Sun Beach Inn, LLC, a Florida limited liability company
whose post office address is: 309 Oklahoma Street, Hollywood, Florida 33019
party of the second part and hereinafter referred to as 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 individuals).

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, remises, releases, conveys and confirms unto the grantee, all that certain land, and the improvements erected thereon, situate and lying in BROWARD County, Florida, to wit (the "Property"):

Lot 6 and 7, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31 of the Public Records of BROWARD County, Florida.

SUBJECT TO: Taxes for the year 2009 & subsequent years; restrictions, conditions, limitations and easements of record, if any, without seeking to re-impose same; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities without seeking to re-impose same.

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

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

[signatures contained on the following page]

2

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of the Property in fee simple; that the grantor has good right and lawful authority to sell and convey the Property; that the grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2008.

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

Signed, sealed and delivered
in presence of us:

Witness #1 Signature

Leslie Fernandez
Witness #1 Print Name

Witness #2 Signature

Peter C. Carey
Witness #2 Print Name

Westerdal, LLC
a Florida limited liability company

By:
Name: Anders Westerdal
Title: Manager

STATE OF FLORIDA)
ss.:)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Anders Westerdal, Manager of Westerdal, LLC, a Florida limited liability company,** to me well known to be the person described in and who executed the foregoing Warranty Deed, or who has produced Passport, as identification, and acknowledged before me that the Warranty Deed was executed freely and voluntarily for the purpose therein expressed and did so by taking an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of July, 2009.

Peter C. Carey

Notary Public, State of Florida

Notary Public State of Florida
Leslie Fernandez
My Commission DD447363
Expires 07/04/2009

This Instrument Was Prepared By:
Heidi B. Panepinto, Esq.
7724 Jewel Lane #102
Naples, Florida 34109

Record and Return To:
Gregory R. Fishman, P.A.
2750 NE 185th Street, Suite 204
Aventura, Florida 33180

Property Appraiser
Identification No.
5142 12 01 1330

WARRANTY DEED

THIS WARRANTY DEED made this 1st day of December, 2014 between **Sun Beach Inn, LLC, a Florida limited liability company,** (the "Grantor"), whose mailing address is **309 Oklahoma Street, Hollywood, Florida 33196**, and **Seven Par 001, LLC, a Florida limited liability company** (the "Grantee"), whose mailing address is **2901 Stirling Road, Suite 202, Fort Lauderdale, Florida 33312.**

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee the real property (the "Property") located in Broward County, Florida, and more particularly described as follows:

Lots 6 and 7, Block 9, HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida, of the Public Records of Broward County, Florida, together with all appurtenances thereunto attached.

Folio No: 11212-01-13300

SUBJECT TO:

1. All easements, conditions, covenants, restrictions, reservations, limitations and agreements of record, provided this instrument shall not reimpose same.

3

2. Real estate taxes for the year 2014 and all subsequent years.

3. Existing applicable governmental building and zoning ordinances and other governmental regulations.

4. Restrictions, covenants, liens, terms and limitations set forth in the Declaration of Condominium referenced above and all exhibits thereto, as amended from time to time.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

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

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed on the day and year first above written.

Witnesses:

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness

Sun Beach Inn, LLC, a Florida limited liability company

By: Rita Baziukiene, authorized member

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 1st day of December, 2014 by Ruta Baziukiene as authorized member of Sun Beach Inn, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or presented Fwrs license as identification.

Notary Public, State of Florida
My Commission Expires:

GREGORY FISHMAN
MY COMMISSION EXPIRES
October 23, 2015
#EE 115267
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Instr# 117437676 , Page 1 of 3, Recorded 07/20/2021 at 02:47 PM
Broward County Commission
Deed Doc Stamps: $13440.00

PREPARED BY:
Matthew B. Wealcatch, Esq.
Matthew B. Wealcatch, P.A.
4000 Hollywood Blvd
Suite #725-S
Hollywood, FL 33021

RETURN TO:
Steven M. Reisman, Esq.
Reisman Law Group, P.A.
2980 NE 207 Street, Suite 603
Aventura, FL 33180

[Space Above This Line for Recording Data]

WARRANTY DEED

This Indenture made as of this 15th day of July, 2021, by **Seven Par 001 LLC, a Florida limited liability company,** whose post office address is 2901 Stirling Road, Suite 202, Fort Lauderdale, FL 33312 of the County of Broward Dade, State of Florida hereinafter called "**Grantor,**" to **VG INVEST OKLAHOMA 613 LLC, a Florida limited liability company,** whose post office address is c/o Lancaster & Reed, LLC, 50 W. Mashta Drive, Suite 6,Key Biscayne, FL 33149, hereinafter called "**Grantee**";

WITNESSETH:

That Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, and Grantee's successors and assigns forever, the following described land situate, lying and beingin Broward County, Florida, to wit:

Lots 6 and 7, Block 9 of HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page(s) 31, of the Public Records of BROWARD County, Florida.

Subject to taxes for 2021 and subsequent years; and all matters of record provided that this shall not serve to reimpose same.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto of Grantor belonging or in any way appertaining to the Property, subject to those matters set forth on Exhibit "A" attached hereto, and the Grantor does hereby bind the Grantor and the Grantor's successors and assigns do hereby fully warrant 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 Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Seven Par 001 LLC, aFlorida limited liability company

Sign: _____

Print: Matthew Wealcatch

Sign: _____

Print: Michelle Martinez

By: _____
NOHUM LABKOWSKI
Title: Manager

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9 day of July, 2021 by NOHUM LABKOWSKI, as Manager of Seven Par 001 LLC, a Florida limited liability company, on behalf of said company.

MATTHEW WEALCATCH
Notary Public - State of Florida
Commission # GG 981458
My Comm. Expires Jun 21, 2024

_____
NOTARY PUBLIC, State of Florida
Print Name: _____
My Commission Expires:

_____Personally Known OR ✓ Produced Identification
Type of Identification Produced RDL

EXHIBIT "A"
PERMITTED EXCEPTIONS

1. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of HOLLYWOOD BEACH, FIRST ADDITION, as recorded in Plat Book 1, Page(s) 31, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

2. Restrictions, covenants, conditions and easements as set forth in those instruments recorded in Deed Book 25, Page 443 and Deed Book 25, Page 444, as affected by Release of Reverter recorded in Deed Book 701, Page 467 and Deed Book 701, Page 468; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Prepared by:
Steven M. Reisman, Esq.
Reisman Law Group, P.A.
Attorney for Grantor
2980 NE 207 St, Ste. 603
Aventura, FL 33180
File: RLG 21-053

After Recording Return to:
Landmark Abstract Agency, LLC
207 Rockaway Turnpike
Lawrence, NY 11559
212-805-8120
File: LAAFL394

Parcel ID: 5142-12-01-1330

SPECIAL WARRANTY DEED

THIS INDENTURE (this "Deed"), made as of January 25, 2022, between **VG INVEST OKLAHOMA 613 LLC, a Florida limited liability company** ("Grantor"), whose mailing address is c/o Lancaster & Reed, LLC, 50 W. Mashta Drive, Suite 6, Key Biscayne, FL 33149, and **CPG309, LLC, a Florida limited liability company** ("Grantee"), whose mailing address is 753 Kearny Drive, Valley Stream, NY 11581.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land located in Broward County, Florida, to wit:

See Exhibit A attached hereto and made a part hereof (the "Property").

Subject to: all easements, conditions, covenants, restrictions, reservations, limitations, agreements and other matters of record, provided that this instrument shall not reimpose same; all governmental building and zoning ordinances and other governmental regulations; all taxes and assessments for the year 2022 and subsequent years; and all matters that would be disclosed by a current and accurate survey of the Property.

TOGETHER WITH all improvements thereon and all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

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

Grantor hereby covenants with Grantee the Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor does, subject to the matters set forth above, hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[END OF PAGE; SIGNATURES FOLLOW ON NEXT PAGE(S)]

IN WITNESS WHEREOF, Grantor has executed this Deed on the dates set forth in the respective acknowledgments below, but to be effective for all purposes as of the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

VG INVEST OKLAHOMA 613 LLC, a Florida limited liability company

By: _____
Viktor Goldenberg, Manager

_____
Print: Larissa Garcia
Witness

_____
Print: Debra Sanchez
Witness

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } SS:

The foregoing instrument was acknowledged before me by means of physical presence on January 21, 2022, by Viktor Goldenberg, Manager of VG INVEST OKLAHOMA 613 LLC, a Florida limited liability company, on behalf of the company. He [NOTARY MUST CHECK ONE BOX] ☒ is personally known to me or ☐ has produced _____ as identification.

_____
Notary Public, State of Florida
Name printed: Lourdes Chang
My Commission Expires: 06/09/2022
Commission No.: GG186514

[NOTARIAL SEAL]

LOURDES CHANG
MY COMM. EXPIRES 06-09-2022
NOTARY PUBLIC
STATE OF FLORIDA
COMM. # GG 186514
BONDED THROUGH AMERICAN ASSOCIATION OF NOTARIES

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 6 and 7, Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

This instrument prepared by and should be returned to:

I. Barry Blaxberg, Esq. and Amanda Lipsky, Esq.
Blaxberg, Grayson, Kukoff & Forteza, P.A.
25 S.E. Second Avenue, Suite 730
Miami, Florida 33131

(Reserved for Clerk of Court)

MORTGAGE AND SECURITY AGREEMENT; COLLATERAL ASSIGNMENT OF LEASES, PROFITS AND RENTS

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is executed as of the 25th day of January, 2022, at Miami-Dade County, Florida by **CPG309, LLC, a Florida limited liability company** (hereinafter "Mortgagor" or "Borrower", which term shall include their successors, heirs, legal representatives and permitted assigns), whose address is 753 Kearny Drive, Valley Stream, NY 11581 and **BANESCO USA, a State chartered bank** (hereinafter "Mortgagee", which term shall include its successors, legal representatives and assigns), whose address is 150 Alhambra Circle, Ste. 1000, Coral Gables, Florida 33134.

WITNESSETH:

For payment of the sum of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration and to provide collateral to secure the payment of the sum of money due (the "Loan") under a certain promissory note in the principal amount of **$1,365,000.00** of even date herewith (the "Note") due to Mortgagee, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, Mortgagor does hereby grant, mortgage, transfer and set over to Mortgagee all of Mortgagor's right, title and interest in and to the following (hereafter collectively referred to as the "Mortgaged Property" or the "Real Property"):

(A) All of Mortgagor's rights and interests in and to the real property located at and legally described as follows:

See Exhibit "A"

(B) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the said Real Property, and fixtures, equipment attached to the Real Property and other property of every nature whatsoever not deemed to be personal property, owned by the Mortgagor and located in, on or used or intended to be used in connection with the use and operation of said Real Property, buildings, structures, or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing (the "Improvements"), and all casualty insurance proceeds, condemnation awards and rents to be derived from the Improvements and the real property; and all of the right, title and interest of the Mortgagor in any such Real Property or Fixtures;

(C) all rights of Mortgagor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including

without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property;

(D) the right (but not the obligation), in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this Mortgage and to commence any action or proceeding to protect the interest of the Mortgagee in the Real Property;

(E) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor in the Real Property;

(F) Together with all and singular the tenements, hereditaments, easements, licenses and appurtenances thereunto belonging, or otherwise appertaining including use rights pertaining to any part of the Real Property and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of the Mortgagor in and to the same, and every part and parcel thereof, and also specifically but not by way of limitation all gas and electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigeration equipment or fixtures, window screens, screen doors, window coverings, cornices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said Real Property, even if detached or detachable so long as they are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty;

(G) all licenses, apparatus, machinery, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, and other property attached to and/or a fixture owned by Mortgagor, or in which the Mortgagor has or shall have an interest, and now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor in and to any such property;

(H) all title opinions, title policies, contract rights, management, franchise and service agreements, utility accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor;

(I) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor is a party or beneficiary and which affect the Real Property;

(J) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor;

(K) any property or other things of value acquired with or paid for by any future advances pursuant to this Mortgage;

(L) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor respecting or relating in any manner to the Real Property;

(M) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor;

(N) all refunds of property taxes relating to the Real Property or any other property covered by this Mortgage;

(O) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;

(P) all of the right, title and interest of the Mortgagor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;

(Q) all of the Mortgagor interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;

(R) any and all balances, credits, deposits, accounts or monies of the Mortgagor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee only to the extent arising from the Real Property ; and

(S) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this Mortgage, now owned or hereafter acquired by Mortgagor only to the extent arising from the Real Property.

(T) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

(U) Together with all substitutions for alterations, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions to any of the foregoing. and

(V) All riparian rights, leases, rents, deposits, profits, licenses and permits in any way relating to the Real Property and the Improvements.

The intention of Mortgagor in executing and delivering this Mortgage to the Mortgagee, and the intention of Mortgagee in accepting the Mortgage is that the interests encumbered by this Mortgage do not include personal property of the nature which is typically the subject of a security agreement associated with the pledge and assignment of assets which are the subject of an asset based loan or of interests in which a lien right is perfected by the UCC-1 Financing Statement filed with the Secretary of State of the applicable jurisdiction. The lien of this Mortgage is for purposes of encumbering interests in real property and for interests directly associated with real property and this encumbrance is normally perfected by means of recording a Mortgage and a UCC-1 Financing Statement in the public records of the jurisdiction of the County public records in which the Real Property is located.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, unto the said Mortgagee.

The conditions of this Mortgage are that if Borrower shall well and truly pay to Mortgagee the indebtedness evidenced by the Note, together with any future advance or note hereafter executed by Borrower in accordance with Paragraph 13 of this Mortgage and secured by the lien of this Mortgage, together with interest as therein stated, and shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth in this Mortgage, the Note and all other documents executed or delivered in connection herewith or therewith (the "Loan Documents"), then this Mortgage and the estate hereby created shall cease and be null and void, otherwise to remain in full force and effect.

Mortgagor hereby warrants to Mortgagee that it is indefeasibly seized with fee simple title to the Mortgaged Property, that this instrument constitutes a first mortgage on the Property, and that it will defend the same against the lawful claims and demands of all persons whomsoever.

Mortgagor and Mortgagee further covenant and agree as follows:

1. This Mortgage is subject to the covenant that Borrower will promptly pay when due the amounts due under the Note and perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained in the Note, this Mortgage and the Loan Documents. A late charge equal to five percent (5%) of the payment then due (except for the unpaid principal balance due at Maturity) shall be imposed on any payment due under any of the Loan Documents not made within ten (10) days of the due date to compensate Mortgagee for the additional costs, including but not limited to increased administrative costs, costs for additional bookkeeping entries, collection activity and other similar items incurred as a result of the late payment. Mortgagor recognizes that the exact amounts of additional costs which will be incurred by Mortgagee are difficult to calculate and the late charge provided for hereunder represents a reasonable estimate of those probable costs. In no event shall this provision waive Mortgagee's right to declare an Event of Default, as defined in the Loan Agreement of even dated herewith between Mortgagor and Mortgagee (the "Loan Agreement") and accelerate and demand immediate payment of all of the outstanding principal balance for any payment not made within ten (10) days of the due date for said payment.

2. (a) Mortgagor will pay all governmental taxes, encumbrances and other assessments, levies or liens now or hereafter levied or imposed upon or against the Mortgaged Property prior to such taxes, assessments and liens becoming delinquent and will furnish Mortgagee with paid receipts therefor. If the same or any parts thereof are not paid prior to becoming delinquent, Mortgagee may, at its option, pay same without waiving or affecting Mortgagee's option to foreclose this Mortgage, or any other right of Mortgagee hereunder.

(b) If required by Mortgagee, Mortgagor or Borrower will pay Mortgagee, on the day that payment is due on the Note, each calendar month, a sum equal to one twelfth (1/12) of the annual amounts necessary to pay all taxes and assessments against the said Mortgaged Property, together with the premiums for the insurance required by this Mortgage and the Loan Documents, said monthly sum to be estimated by Mortgagee and calculated based upon an annual amount not less than the amount of taxes assessed against the Mortgaged Property for the previous year and the amount of insurance premiums for the required insurance.

(c) After first giving written notice of its intention to do so to Mortgagee, Mortgagor may, at its expense, contest in good faith any such levy, tax, assessment or other charge levied or imposed against the Mortgaged Property and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Mortgagee shall notify Mortgagor in writing that non-payment of any such items will cause the lien or priority of this Mortgage to be materially endangered or the Mortgaged Property or any part thereof will be subject to loss or forfeiture, in which event Mortgagor shall promptly pay or bond and cause to be satisfied or discharged all such unpaid items or furnish, at Mortgagor's expense, indemnity satisfactory to Mortgagee.

3. In the event Mortgagor fails to timely pay principal or interest in the manner provided for in the Note on or before the date when due, or fails to fully and promptly perform any other obligation under this Mortgage, the Note or the Loan Documents, including the Loan Agreement, or to otherwise execute, comply with and abide by each and every one of the covenants, conditions or stipulations of this Mortgage, the Note or the Loan Documents, including the Loan Agreement, Mortgagor shall, after applicable grace or notice periods, if any, be deemed to be in default under this Mortgage and all of the outstanding principal and interest due under the Note and any and all sums mentioned herein or secured hereby shall, at Mortgagee's option, become immediately due and payable.

4. In the event of a suit being instituted to foreclose this Mortgage, Mortgagee shall be entitled to apply at any time after the commencement of such suit to the court having jurisdiction thereof for the appointment of a receiver of all the Mortgaged Property, and of all rents, income, profits, issues and revenues thereof, from whatsoever source derived. Mortgagor agrees that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases and that said appointment shall be made by the court as a matter of strict right of the Mortgagee, without reference to the adequacy of the value of the Mortgaged Property, or the solvency of Mortgagor or any other party defendant to such suit. Mortgagor hereby waives the right to object to the appointment of a receiver and consents that such appointment shall be made as an admitted equity of the Mortgagee.

5. Mortgagor will, at its expense, obtain and maintain the following insurance coverage during such time as there are any sums due by Mortgagor to Mortgagee under the Loan Documents:

(a) broad form public liability insurance for loss of life and personal injury arising out of any one occurrence, and for loss of life or personal injury to any one person and for property damage, in amounts reasonably satisfactory to Mortgagee; and

(b) an all risks form of casualty insurance insuring the Improvements against loss or damage by fire, wind storm and all other perils for no less than their full replacement cost; and

(c) in the event the Real Property is designated as being in a Flood Zone, then flood insurance covering the Improvements for an amount equal to the lesser of (i) the outstanding principal balance under the Note, or (ii) the maximum coverage available for the Improvements under the National Flood Insurance Program.

All such policies shall specifically name Mortgagee as an additional insured, shall be with such companies, on such forms and with such deductibles as Mortgagee may require and shall each contain an endorsement by the insurer agreeing to not cancel or materially alter any such policy without thirty (30) days prior written notice to Mortgagee. Copies of the initial and renewal policies and original certificates shall be furnished to Mortgagee and such policies shall have affixed thereto a Standard New York Mortgagee Clause making all proceeds under such policies payable to the Mortgagor and Mortgagee, as their interests may appear. In the event the Improvements are destroyed or damaged by fire or other casualty, any insurance proceeds shall be paid to the Mortgagee. Mortgagee shall have the option, in its sole discretion, to apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to use all or any portion thereof, for the purpose of reconstructing and repairing the Improvements, without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. If Mortgagor fails to furnish the insurance required hereunder, Mortgagee may place and pay for such insurance, or any part thereof, at the Mortgagor's expense, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant or any right or option under this Mortgage.

6. Mortgagor will not permit or commit any waste to the Mortgaged Property and will at all times maintain the Mortgaged Property in a state of good repair and condition and unless otherwise specifically permitted under the Loan Documents, will not do or permit anything to be done to the Mortgaged Property that will alter or change the use and character of said property in a manner which would impair or weaken the security of this Mortgage. In case of the refusal, neglect or inability of the Mortgagor to repair and maintain the Mortgaged Property, Mortgagee may, at its option, make such repairs or cause the same to be made and advance funds for such purpose, at Mortgagor's expense, which sums shall be secured by the lien hereof.

7. No waiver of any covenant contained in the Note, this Mortgage, the Loan Documents or in any other instrument securing payment of the Note shall at any time be held to be a waiver of any of the other terms of this Mortgage, the Note or the Loan Documents, or a future waiver of the same covenant.

8. In order to accelerate the maturity of the indebtedness secured hereby because of Mortgagor's failure to pay any governmental tax, assessment, liability, obligation or encumbrance upon the Mortgaged Property, or any other payment required to be paid by the Mortgagor pursuant to this Mortgage or the Loan Documents, it shall not be necessary or required that Mortgagee first pay same.

9. Mortgagor shall not further mortgage or encumber all or any portion of the Mortgaged Property or sell, convey or assign same or any part thereof without Mortgagee's prior written consent, which consent may be arbitrarily withheld. Without in any way limiting the generality of this paragraph, any transaction (i) conveying any interest in the Mortgaged Property pursuant to an agreement for deed; (ii) resulting in a lease of all of the Mortgaged Property, except as may otherwise be permitted in the Loan Documents; (iii) resulting in a sale, transfer or other mechanism to establish any change in ownership or control of stock membership interest or any member or shareholder of Mortgagor; shall constitute a conveyance pursuant to this paragraph and give rise to all rights of the Mortgagee where Mortgagor is deemed to be in default.

10. If any judgment, mechanic's, materialman's, laborer's or any other lien or claim is filed against all or any portion of the Mortgaged Property or if any proceedings are instituted against all or any portion of the Mortgaged Property upon any lien or claim of any nature whatsoever, regardless of whether such lien or claim is junior or superior to the lien of this Mortgage, Mortgagee may declare an Event of Default, as defined in the Loan Agreement, and accelerate and demand immediate payment of all sums due under the Note unless Mortgagor shall remove such lien or

satisfy such judgment or claim by payment or by transferring same to a bond issued by a surety company acceptable to Mortgagee within thirty (30) days after Mortgagor has knowledge of the filing of such lien or judgment or the institution of such claim.

11. Mortgagor hereby agrees that, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in the event Mortgagor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended, (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Mortgagee shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, and is entitled to the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Loan Documents, and as otherwise provided by law. Mortgagor shall have 45 days to discharge any of the above proceedings which are initiated by third parties, prior to Mortgagee exercising its rights and remedies upon the occurrence of an Event of Default by the Mortgagor, to allow Mortgagor an opportunity to terminate such proceedings and to meet all of the obligations that Mortgagor has to the Mortgagee.

12. Mortgagee or any of its agents shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times, upon reasonable notice.

13. At any time within twenty (20) years from the date of this Mortgage, this Mortgage shall also secure the following listed obligations and debts up to a maximum principal amount of 300% of the principal sum secured hereby, exclusive of interest and other charges, and these items will have the same priority as the original indebtedness of Mortgagor and be subject to all the terms and provisions of this Mortgage: (a) any future advances made by Mortgagee to Mortgagor (or any of them, if more than one) together with interest thereon at the rate agreed upon at the time of such loan or advance; and (b) all other indebtedness of Mortgagor (and each of them, if more than one) and of any guarantor or accommodation maker of the debt of Mortgagor to Mortgagee, however and wherever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise, together with fees, costs, and interest thereon at the rate agreed upon at the time that such indebtedness is incurred, and attorneys' fees and costs or other related advances made by Mortgagee for the payment of taxes, levies, or insurance on the Mortgaged Property, and for maintenance, repair, protection, and preservation of the Mortgaged Property, with interest on such disbursements, all as provided in this Mortgage.

14. Upon Mortgagee's request, Mortgagor and Borrower will, within ten (10) calendar days from receipt of written request, furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not it claims any defaults, defenses or offsets thereto, along with such other information as Mortgagee may require.

15. Nothing herein contained, nor any instrument or transaction related hereto, shall be construed or so operate as to require the Mortgagor, or any person liable for the payment of the Loan made pursuant to the Note and Loan Documents secured by this Mortgage, to pay interest in an amount or at a rate greater than the maximum allowed by law. Should any interest or other charges paid by the Mortgagor, or any parties liable for the payment of the Note secured by this Mortgage, result in the computation or earning of interest in excess of the maximum rate of interest which is permitted under law, then any and all such excess shall be and the same is hereby waived by the Mortgagee, and all such excess shall be automatically credited against and in reduction of the principal balance, and any portion of said excess which exceeds the principal balance shall be paid by the Mortgagee to the Borrower and any parties liable for the payment of the Note secured by this Mortgage, it being the intent of the parties hereto that under no circumstances shall the Mortgagor, or any parties liable for the payment of the Note secured hereby, be required to pay interest in excess of the maximum rate allowed by law.

16. (a) The Mortgagee may, at its option, in its own name (i) appear or proceed in any condemnation proceeding, and (ii) make any compromise or settlement thereof, provided that so long as the Mortgagor promptly

prosecutes any compromise or settlement thereof, the Mortgagor shall control any compromise or settlement proceeding with the result thereof being subject to the Mortgagee's approval. The Mortgagor shall give the Mortgagee immediate notice of the initiation of any condemnation proceeding, and a copy of every pleading, notice and other items served in any condemnation proceeding. Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness, whether due or not, or make said proceeds available for restoration or rebuilding of the Premises. In the event that Mortgagee elects, in Mortgagee's sole and absolute discretion, to make said proceeds available to reimburse Mortgagor for the cost of the rebuilding or restoration of the Improvements, such proceeds shall be made available in the manner and under the conditions that Mortgagee may require. In any event, the Improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee prior to commencement of any building or restoration. If the proceeds are made available by Mortgagee to reimburse Mortgagor for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall at the option of Mortgagee be applied on account of the Indebtedness or be paid to any party entitled thereto. No interest shall be allowed to Mortgagor on the proceeds of any award held by the Mortgagee.

(b) In case of loss or damage by fire or other casualty, Mortgagor shall, if no Event of Default then exists hereunder, have the sole and exclusive right to settle, compromise or adjust any claim under, and receive, for the purpose of rebuilding and restoration, the proceeds arising from, any and all losses payable under insurance policies to the extent the amount thereof does not exceed One Hundred Thousand and 00/100 Dollars ($100,000.00), and all claims for losses in excess of said amount shall be settled, compromised or adjusted only with the mutual agreement of Mortgagor and Mortgagee and the proceeds paid as hereinafter provided. In the event insurance proceeds in excess of One Hundred Thousand and 00/100 Dollars ($100,000.00) are payable or if a Mortgagor Default exists hereunder, then in either of such events, Mortgagee is authorized to collect and receipt for any insurance proceeds. Insurance proceeds collected by Mortgagee as aforesaid, after deducting therefrom any expenses incurred in the collection thereof, shall, if requested by Mortgagor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to Mortgagor for the purpose of paying the cost of rebuilding or restoring of the Improvements if (i) the Improvements, in Mortgagee's reasonable discretion are capable of being restored to that condition which existed immediately prior to the damage or loss, (ii) the insurance proceeds, together with all other funds which are to be provided by Mortgagor, are sufficient to restore the Improvements, (iii) Mortgagee determines that income from the Real Property shall not be materially affected following the completion of the restoration or rebuilding, (iv) no Event of Default then exists hereunder or under any other Loan Document, and no circumstance or condition exists that would constitute a default upon the giving of notice or the passage of time, or both, and (v) the rebuilding and restoration is reasonably estimated to be completed at least one hundred eighty (180) days prior to the Maturity Date as specified in the Note. In the event that Mortgagee makes said proceeds available to Mortgagor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Mortgagee may reasonably require to assure proper application of such proceeds. In the event such insurance proceeds are made available by the Mortgagee, the Mortgagor shall pay all costs incurred by Mortgagee in connection with the application of such insurance proceeds (including but not limited to reasonable costs incurred by Mortgagee, and a title company or agent approved by Mortgagee in overseeing the disbursement of such insurance proceeds). The Improvements shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or restoring of the Improvements exceeds the sum One Hundred Thousand and 00/100 Dollars ($100,000.00), then insurance proceeds shall not be made available to Mortgagor unless and until Mortgagee has approved plans and specifications for the proposed rebuilding and restoration, which approval shall not be unreasonably withheld. If the proceeds are to be made available by Mortgagee to Mortgagor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Improvements shall, at the option of the Mortgagee, be applied on account of the Loan or be paid to any party entitled thereto under such conditions as Mortgagee may reasonably require. No interest shall be allowed to Mortgagor on any proceeds held by Mortgagee for less than ninety (90) days. In the event proceeds of insurance are not made available by Mortgagee to Mortgagor for the purpose of paying the cost of the rebuilding or restoring of the Improvements, Mortgagee, after deducting the costs of any collection, adjustment and compromise, shall apply such insurance against the Loan balance, allocated first to fees, costs, accrued interest and then, if applicable, the principal balance.

(c) In case of loss or damage by fire or other casualty, Mortgagor shall promptly give Mortgagee and the insurance companies that have insured against such risks written notice of such occurrence. Each

such notice shall generally describe the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

17. This Mortgage shall also be construed and shall operate as a security agreement under the State of Florida Uniform Commercial Code.

18. Time is of the essence to this Mortgage and all the provisions hereof.

19. In the event any legal action is commenced to enforce the provisions of this Mortgage or as a result of the relationship created hereby, the Mortgagee shall be entitled to recover all attorneys' fees, costs, charges and expenses incurred or paid by it at both trial and all appellate levels.

20. All rights and remedies granted to Mortgagee herein shall be in addition to and not in lieu of any rights and remedies provided to mortgagees by law or statute, and the invalidity of any right or remedy herein provided by reason of its conflicts with applicable law or statute shall not affect any other valid right or remedy afforded to Mortgagee by any provision hereof or by applicable law.

21. To the extent of the indebtedness of the Borrower to the Mortgagee as described herein and secured hereby, the Mortgagee is subrogated to the lien or liens and to the rights of the owners and holders of each and every mortgage, lien or other encumbrance on the Mortgaged Property or any part thereof which is paid or satisfied, in whole or in part, out of the proceeds of the Note. The respective liens of said mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by the Mortgagee as security for the indebtedness described herein or secured hereby, to the same extent that it would have been preserved and would have been passed to and held by the Mortgagee had it been duly and regularly assigned to the Mortgagee by separate assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention of the parties that the same will be satisfied and cancelled of record by the holder thereof at or about the time of the recording of this Mortgage.

22. Mortgagor warrants and represents that except as otherwise acknowledged in a separate written agreement or letter between Mortgagor and Mortgagee it has no knowledge of any violations of any type or manner of any law, ordinance, orders, requirements or regulations imposed on or affecting the Mortgaged Property, that Mortgagor shall not permit any such violation to be created or to exist and that Mortgagor has not received notice of any such violation from any municipal, county, federal or state government or agency thereof. In the event that Mortgagor receives any notice of any such violation from any governmental body or agency thereof, Mortgagor agrees to immediately give notice thereof to Mortgagee, and to take all necessary or appropriate actions to cure or otherwise resolve such violation within thirty (30) days after receipt by Mortgagee of the notice of violation, or, in the event it cannot be cured in thirty (30) days, then to diligently and continuously undertake and complete the cure within a reasonable time of notice of this violation. In the event any such violation is not cured or otherwise resolved within said thirty (30) day period or such longer period as may be reasonably necessary, or as otherwise agreed to in writing by Mortgagee, the Mortgagee may declare the Note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the Note and all other sums hereby secured shall become forthwith due and payable.

23. Mortgagor may be required at Mortgagor's expense to deliver to Mortgagee current and updated title information concerning the Mortgaged Property, at all times during the life of this Mortgage.

24. (a) This Mortgage further secures all costs, fees, charges and expenses of every kind, including the cost of title or lien searches of the Real Property, in connection with any suit for the foreclosure of this Mortgage, and reasonable attorneys' fees incurred or expended at any time by the Mortgagee because of the failure of Mortgagor to perform, comply with and abide by the covenants, conditions and stipulations of the Note, this Mortgage or the Loan Documents.

(b) If Mortgagor fails to comply with any provision of this Mortgage, and Mortgagee expends any money in obtaining the performance or satisfaction of such requirement, then all such sums shall bear interest from the date of disbursement by Mortgagee at the highest rate permitted by law. This rate shall apply before and after any final judgment is entered for any amounts due under the Note.

25. This Mortgage shall be governed and construed under the laws of the State of Florida.

26. Mortgagor agrees:

(a) To comply with all the terms, covenants, agreements and conditions of any mortgage encumbering the property herein described, whether superior or junior to the lien of this Mortgage.

(b) That any default, breach or violation of any term, covenant, agreement or condition of any such mortgage, whether superior or junior to the lien of this Mortgage, shall, subject to applicable notice and grace periods, if any, be an Event of Default hereunder and shall vest in Mortgagee all and every one of the remedies herein provided for in case of default.

(c) That failure by the Mortgagor to pay the monies referred to in any other mortgage, whether superior or junior to the lien of this Mortgage, within thirty (30) days next after the same severally become due and payable, shall also constitute an Event of Default under this Mortgage.

(d) That if any proceedings should be instituted against the Real Property upon any other lien or claim whether superior or junior to the lien of this Mortgage, the Mortgagee may at its option declare this Mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this Mortgage.

(e) That Mortgagee shall have the right, at its option, to cure any Event of Default under any other mortgage or lien, whether superior or junior to the lien of this Mortgage.

(f) That any sums advanced by Mortgagee in curing any Events of Default of Mortgagor shall be included as part of the debt of the Mortgagor and shall be secured by this Mortgage.

(g) The Mortgagor covenants and agrees not to enter into any agreement with the holder of any other mortgage, whether junior or senior to the lien of this Mortgage, modifying or amending any of the provisions dealing with payment of principal or interest under any other mortgage without the prior written consent of the Mortgagee.

(h) The Mortgagor covenants and agrees that no further advances shall be made under the provisions for future advances, if any, under any other mortgage, or, in the alternative, Mortgagor covenants and agrees that any advances made under any other mortgage shall be applied to reduce the balance under this Mortgage.

27. Mortgagor warrants to Mortgagee that, to the best of its knowledge and except as otherwise disclosed to Mortgagee in any Phase I or Phase II environmental reports that were provided to Mortgagee, the Mortgaged Property has not in the past and is not presently being used for the handling, storage, transportation, or disposal of hazardous or toxic materials, and no notice or advice has been received by Mortgagor of any condition or state of facts that would contribute to a claim of pollution or any other damage to the environment by reason of the conduct of any business on the Mortgaged Property or operation of the Mortgaged Property, whether past or present. The Mortgagor acknowledges that the Mortgagee has relied upon the Mortgagor's representations and the information contained in such Phase I and Phase II environmental reports, has made no independent investigation of the truth thereof, is not charged with any knowledge contrary thereto that may be received by an examination of the public records in the State of Florida, or that may have been received by any officer, director, agent, employee or shareholder of Mortgagee.

28. In further consideration of the Loan and as further and additional security to Mortgagee, and in consideration of the sum of TEN DOLLARS ($10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, the Mortgagor, does hereby sell, assign and transfer unto Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of any of the Real Property, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all said leases and agreements, and all the avails thereof, to Mortgagee, and the undersigned does hereby irrevocably appoint Mortgagee as its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid premises), to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as Mortgagee may determine, in its sole discretion, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of

liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

29. The undersigned represents and agrees that no rent has been or will be paid by any person or entity in possession of any portion of the Real Property for more than two months in advance and that the payment of the rents to accrue for any portion of the Real Property has not been or will not be waived, released, reduced, or discounted, or otherwise discharged or compromised by the undersigned. The undersigned waives any right of setoff against any person in possession of any portion of the Real Property. The undersigned agrees that it will not further assign any of the rents or profits of the Real Property.

30. Nothing herein contained shall be construed so as to make Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the said premises by Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by the undersigned.

31. The undersigned further agrees to assign and transfer to Mortgagee all future leases upon all or any part of the above described premises and to execute and deliver, immediately upon the request of Mortgagee, all such further assurances and assignments in the premises as Mortgagee shall from time to time require.

32. Although it is the intention of the parties that this assignment of rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note secured by the above described Mortgage or in the performance or observance of any of the conditions or agreements of any documents or instruments executed in connection with the Loan, or of any instrument now or at any time securing the Note, as the same may be modified or extended, and said default has not been cured within an applicable grace or cure period, and nothing herein contained shall be deemed to effect or impair any rights which Mortgagee may have under the Note and Mortgage, or any other instrument securing the Notes.

33. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, the undersigned agrees to surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all the documents, books, records, papers and accounts of the undersigned or the then owner of the premises relating thereto, and may exclude the undersigned, its agent or servants wholly therefrom and may as attorney in fact or agent of the undersigned, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the rents, issues and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the above described premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof and to receive all such rents, issues and profits.

34. Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said premises, and the undersigned shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or agreements or under or by reason of the assignment thereof, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements.

35. Mortgagee in the exercise of the rights and powers conferred upon it by this assignment of rents shall have full power to use and apply the rents, issues and profits of the premises to the payment of or on account of the following, in such order as it may determine:

(a) To the payment of the operating expenses of the Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to any agent or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvements of said premises, including, without limitation, the cost from time to time of installing and/or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the mortgagee, make it readily rentable; and

(d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part at the Mortgaged Property to pay all unpaid rental agreed upon in any tenancy to Mortgagee upon receipt of demand from Mortgagee to pay the same.

36. **ALL DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES DUE AND PAYABLE IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS MORTGAGE HAVE BEEN PAID SIMULTANEOUSLY WITH THE RECORDING OF THE MORTGAGE BASED ON THE PRINCIPAL BALANCE OF THE OBLIGATIONS AS ESTABLISHED BY THE AMOUNT OF THE NOTE.** In any event, however, Mortgagor acknowledges and agrees, upon Mortgagee's request, to pay all taxes, including without limitation, additional documentary stamps and intangible taxes, which are deemed to be due and payable in connection with this Mortgage, if any.

37. Mortgagor acknowledges and agrees that the Mortgagor's obligation to pay the indebtedness in accordance with the provisions of the Note, this Mortgage, and the Loan Documents is, and shall at all times continue to be, absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to the Note, this Mortgage, the Loan Documents, or the obligation of the Mortgagor thereunder to pay the indebtedness or the obligations of any other person relating to the Note, this Mortgage, the Loan Documents or the obligations of the Mortgagor under the Note, this Mortgage, the Loan Documents, or otherwise with respect to the loan secured hereby. Mortgagor absolutely, unconditionally, and irrevocably waives and agrees not to assert against Mortgagee or its assigns any and all defenses, claims, or counterclaims of any nature whatsoever, either at law or in equity or both, including defenses or claims based on fraud or misrepresentation, other than actual payment and performance of the indebtedness, that in any way relate to the Note, this Mortgage, or the Loan Documents and Mortgagor's obligation to pay under the Note, this Mortgage, and the Loan Documents or any action brought to foreclose the Note, Mortgage, or Loan Documents and realize upon the lien and security interest created by this Mortgage and the Loan Documents, in whole or in part, including, but not limited to, claims of setoff, recoupment, or other similar rights or claims, which may be raised or asserted by the Mortgagor, and which may have occurred or arisen prior to, at, or after execution of this Mortgage, the Note, and/or the Loan Documents. Without in any way limiting the broadness and generality of the above provisions hereof Mortgagor also expressly waives the following defenses and/or claims or counterclaims: (a) any defense based upon any lack of authority of the officers, directors, partners, or agents acting or purporting to act on behalf of Mortgagor or any principal of Mortgagor or any defect in the formation of Mortgagor or any principal of Mortgagor; (b) any and all rights and defenses arising out of an election of remedies by Mortgagee; (c) presentment, demand, protest and notice of any kind; (d) any right or claim of right to cause a marshalling of any of Mortgagor's assets or the assets of any other party now or hereafter held as security for Mortgagor's obligations; and (e) the benefit of any statute of limitations affecting the liability of Mortgagor hereunder or the enforcement hereof.

38. Mortgagor hereby acknowledges and agrees that: (a) the obligations undertaken by Mortgagor in this Mortgage, the Note, and the Loan Documents are complex in nature; (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter; (c) numerous possible claims or counterclaims against Mortgagee may presently exist and/or may arise hereafter relating to this Mortgage, the Loan Documents, or this transaction; (d) as part of Mortgagee's consideration for entering into this transaction, Mortgagee has specifically bargained for the waiver and relinquishment by Mortgagor of all such defenses, claims, and/or counterclaims; and (e) Mortgagor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Mortgagor does hereby represent and confirm to Mortgagee that Mortgagor is fully informed regarding, and that Mortgagor does thoroughly understand: (i) the nature of all such possible defenses, claims, or counterclaims; (ii) the circumstances under which such defenses, claims, or counterclaims may arise; (iii) the benefits which such defenses, claims, or counterclaims may confer upon Mortgagor; and (iv) the legal consequences to Mortgagor of waiving such defenses, claims, and counterclaims. Mortgagor acknowledges that Mortgagor makes this Mortgage with the intent that this Mortgage and all of the informed waivers herein shall each and all be fully enforceable by Mortgagee, and that Mortgagee is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

39. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE AND ANY OTHER LOAN DOCUMENTS, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING CREDIT TO MORTGAGOR.

SIGNATURES CONTINUE ON NEXT PAGE

WITNESS my hand and seal in the State and County aforesaid, as of the date stated hereinabove.

Signed, sealed and delivered
in the presence of witnesses:

Sign:_____
Print Name: JACOB REKANT

Sign:_____
Print Name: Chaya Teitelbaum

MORTGAGOR:
CPG309, LLC, a Florida limited liability company

By: _____
Name: Ira Chaimovits
Title: Manager

STATE OF NEW YORK)
: SS
COUNTY OF NASSAU)

BEFORE ME, the undersigned authority, **by means of ☑ physical presence or ☐ online notarization**, on this 24 day of January, 2022, appeared Ira Chaimovits, as Manager of CPG309, LLC, a Florida limited liability company, on behalf of the company, who (✓) is personally known to me or (__) who has produced _____ as identification, and acknowledged that he executed the foregoing instrument for the purposes expressed therein.

_____(seal)
NOTARY PUBLIC, State of New York
Print Name:_____
My Commission Expires:

JACOB REKANT
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01RE6122126
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES FEB. 7, 2025

EXHIBIT A

Lots 6 and 7, Block 9, Hollywood Beach First Addition, according to plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

B. Email Address Blaxberg@blaxgray.com

C. SEND ACKNOWLEDGEMENT TO:
Name I. Barry Blaxberg

Address 25 SE 2nd Avenue, Suite 730

City/State/Zip Miami, Florida 33131

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME CPG309, LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1.c MAILING ADDRESS Line One 753 Kearny Drive	This space not available.			
MAILING ADDRESS Line Two	CITY Valley Stream	STATE NY	POSTAL CODE 11581	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME BANESCO USA, a State chartered bank				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3.c MAILING ADDRESS Line One 150 Alhambra Circle, Ste. 1000	This space not available.			
MAILING ADDRESS Line Two	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

4. This **FINANCING STATEMENT** covers the following collateral: the collateral listed on Exhibit B, which is located on the real property more fully described in Exhibit A.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA 2593.0498

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM – ADDENDUM

8. NAME OF FIRST DEBTOR (1aOR 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME			
CPG309, LLC			
8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

9. MISCELLANEOUS:

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (**10a OR 10b**) – Do Not Abbreviate or Combine Names

10.a ORGANIZATION'S NAME				
10.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
10.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (**11a OR 11b**)

11.a ORGANIZATION'S NAME				
BANESCO USA, a State chartered bank				
11.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
11.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY Coral Gables	STATE FL	POSTAL CODE 33134	COUNTRY USA

12. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

13. Description of real estate:

Address: 309 OKLAHOMA STREET, HOLLYWOOD, FL, 33019
Parcel ID: 5142 1201 1330
County: Broward
State: Florida

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.

Collateral is ☐ Held in Trust
☐ Being administered by Decedent's Personal Representative

17. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

EXHIBIT A

Lots 6 and 7, Block 9, Hollywood Beach First Addition, according to plat thereof as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

EXHIBIT "B"

(a) all easement and other rights now or hereafter made appurtenant to the real property;

(b) all licenses (including without limitation, any operating licenses, liquor licenses, wine and beer licenses, food service licenses, restaurant licenses, entertainment licenses, business licenses or similar licenses required by law for the operation of a hotel or which have otherwise been obtained by the Mortgagor/Debtor), apparatus, machinery, furniture, furnishings, equipment, fixtures, fittings, appliances, air conditioning and heating equipment, freezing equipment, machinery, engines, furnaces, boilers, stokers, pumps, heaters, incinerators, power equipment, laundry equipment, tanks, dynamos, motors, generators, switchboards, conduits, electrical equipment, heating, cooling, ventilating, lighting, incinerating and plumbing apparatus, compressors, exhaust fans, elevators, escalators, venetian blinds, shades, draperies, drapery and curtain rods, brackets, electric signs, bulbs, fire prevention and extinguishing apparatus, plumbing fixtures, vacuum cleaners, vacuum cleaning systems, floor cleaning, waxing and polishing apparatus, call systems, pictures, mirrors, lamps, ornaments, carpeting, rugs, linoleum and other floor covering, refrigerating and cooling apparatus and equipment, typewriters, office and accounting equipment, safes, cabinets, lockers, shelving, tools, spotlighting equipment, uniforms, screens, screen doors, awnings, blinds, refrigerators, ranges, ovens, garbage disposals, dishwashers, washing machines and clothes dryers, mantels and lobby furnishings, lawn mowers, landscaping and swimming pool equipment, hotel, kitchen and restaurant equipment, computers, software, and other property of every kind and nature whatsoever owned by Mortgagor/Debtor and attached to, or a part of, or considered a fixture, or in which the Mortgagor/Debtor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto, and usable in connection with the Real Property, and the right, title and interest of Mortgagor/Debtor in and to any of said Property, which may be subject to any security agreements (as defined in the Uniform Commercial Code);

(c) all awards or payments, including interest thereon, which may be made with respect to the Real Property, whether from the exercise of the right of the eminent domain (including any transfer made in lieu of the exercise of said right), or from any other injury to or decrease in the value of the Real Property;

(d) all leases, subleases, licenses and other agreements affecting the use or occupancy of the Real Property now or hereafter entered and the right to receive and apply rents, issues and profits of the Real Property, and any rents, deposits, and security deposits paid in connection therewith;

(e) all rights of Mortgagor/Debtor in and to all present and future fire, flood, liability and/or hazard insurance policies pertaining to all or any portion of the Real Property and/or any items covered by this instrument, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for the loss of or damage to all or any portion of the Real Property and/or any items covered by this instrument;

(f) the right (but not the obligation), in the name and on behalf of Mortgagor/Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or with respect to any interest covered by this instrument and to commence any action or proceeding to protect the interest of the Mortgagee/Secured Party in the Real Property;

(g) all tenements, hereditaments, easements, riparian or other rights and appurtenances thereunto belonging or in any way appertaining, including all right, title and interest of Mortgagor/Debtor, in and to the underlying title of any roads or other dedicated area abutting the Real Property, and the reversions, remainders, rents, issues and profits thereof, and all after-acquired title of Mortgagor/Debtor in the Real Property;

(h) all abstracts of title, contract rights, management, franchise and service agreements, accounts, occupancy permits and licenses, building and other permits, governmental approvals, license agreements with utilities companies, water and sewer capacity reservation agreements, bonds, governmental applications and proceedings, rebates or refunds of any impact fees, assessments or taxes, feasibility studies, maintenance and service contracts, marketing agreements, development agreements, surveys, engineering work, architectural plans and engineering plans, site plans, landscaping plans, engineering contracts, architectural contracts, and all other contracts respecting the Real Property or any interests associated therewith and all other consents, approvals and agreements which Mortgagor/Debtor may now or hereafter own in connection with Real Property and/or any improvements constructed thereon, and all deposits, down payments and profits paid or deposited thereunder, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;

(i) all sanitary and storm sewer, water and utility service agreements as to which Mortgagor/Debtor is a party or beneficiary;

(j) all building materials, appliances and fixtures now owned or hereafter to be acquired by, or on behalf of Mortgagor/Debtor and intended for use in construction of or incorporated, annexed to, or located in, buildings and improvements to be constructed on the Real Property or any part thereof. Said materials and personal property shall include but not be limited to lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wall board, cabinets, nails, sinks, toilets, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment, floor coverings;

(k) any monies and any escrow accounts established or accrued pursuant to any mortgage encumbering the Real Property made by Mortgagor/Debtor;

(l) any property or other things of value acquired with or paid for by any future advances pursuant to the said Mortgage;

(m) all contracts of sale and purchase agreements respecting the Real Property, all contracts for deeds and any notes and mortgages executed and delivered to the Mortgagor/Debtor in connection with any contracts for deed otherwise, and any other contracts entered into by Mortgagor/Debtor respecting or relating in any manner to the Real Property;

(n) all income and profits due or to become due under any contracts of sale or purchase agreements respecting the Real Property, now existing or hereafter obtained by or on behalf of Mortgagor/Debtor;

(o) all refunds of property taxes relating to the Real Property or any other property covered by this financing statement;

(p) all of the water, sanitary and storm sewer system now or hereafter owned by the Mortgagor/Debtor which are now or hereafter located by, over, or upon the Real Property or any part or parcel thereof, and which system includes all water mains, service laterals, hydrants, valves and appurtenances and sanitary sewer lines, including mains, laterals, manholes and appurtenances;

(q) all of the right, title and interest of the Mortgagor/Debtor in and to any trademarks, trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or activity located on the Real Property;

(r) all present and future income, rents, royalties, revenue, issues, profits, proceeds, room revenues, vending machine revenues, and other benefits which are now or hereafter derived from any and all of the Real Property and all accounts, accounts receivable, contract rights, general intangibles and other benefits which now or hereafter arise or result from the operation of the Real Property, including all amounts paid as rents or fees, charge accounts or other payments for the use or occupancy of rooms and other facilities in the Improvements, and including, without limitation, all amounts payable or owing to Mortgagor/Debtor under any operating lease, management agreement or franchise agreement, any rights to payment for goods sold or leased, for services rendered, or for the rental, occupancy or use of the Premises, whether or not yet earned by performance, including, without limiting the generality of the foregoing, (i) all accounts arising from the operation of the Real Property, and (ii) all rights to payment from any consumer credit or charge card organization or entity (such as or similar to the organizations or entities which sponsor and administer the American Express Card, the Visa Card, the Carte Blanche Card and the Master Card) and all of the Mortgagor/Debtor's interest in all utility security deposits, bonds, prepayments, assessments or fees associated with the Real Property or any part or parcel thereof;

(s) any and all balances, credits, deposits, accounts or monies of the Mortgagor/Debtor and all guarantors and all other such properties and securities then or thereafter established with or in the possession of the Mortgagee/Secured Party; and

(t) all warranties, guaranties, instruments, documents, chattel papers and general intangibles relating to or arising from the collateral described in this instrument, now owned or hereafter acquired by Mortgagor/debtor.

(u) In the event the Mortgaged Property consists of condominium units owned by the Mortgagor, then the collateral which is established by this Mortgage shall include but is not limited to (i) all rights and interests that the Mortgagor has concerning such condominium units including but not limited to rights to distribution of insurance proceeds, either directly or through an insurance trustee in the event of casualty loss or destruction of the building or buildings in which the condominium units are located; (ii) all rights and interests of the Mortgagor to any condemnation or eminent domain proceeds which Mortgagor may be entitled to, as a result of the condominium units; (iii) all rights and interests to any consideration or payment of proceeds distributable to the Mortgagor as an owner of condominium units in condominium property which has been terminated as a condominium property; (iv) any and all other revenues, considerations, property and distributions to be made to the Mortgagor as a result of being the owner of the condominium units.

(v) any license agreement, franchise agreement or similar contract or agreement now or hereafter executed which permits or allows the Property to be operated as a hotel or motel under any applicable brand or name or similar operation; and

Together with all substitutions for alterations, repairs and replacements of any of the foregoing and any and all proceeds (whether cash proceeds or non-cash proceeds), products, renewals, accessions and additions to any of the foregoing.

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE - 1" = 100'

A subdivision of a part of Section twelve (12) in Township fifty one (51) South, of Range forty two (42) East, described as follows, to wit: Starting from the SW corner of Section Twelve (12) run easterly upon and along southern section line of Section twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Co's Canal; thence run northerly upon and along the East bank of the F.C.L.C. & T. Co's Canal Two Thousand seven hundred and Two Tenths (2700.2) feet to a point on the half section line of Section twelve (12); thence run easterly upon and along half section line of section twelve (12) six hundred twelve and Forty five hundreths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean Two thousand six hundred eighty six and Twenty five hundreths (2686.25) feet to a point on the South line of Section Twelve (12), thence run westerly upon and along of the South Section line of Section twelve seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.L.C.&T. Co's Canal.

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are correct to the best of my knowledge and belief.

By Frank Chinsky, Engineer
License No 272

State of Florida
Broward County } SS

Know all men by these presents that the Homeseeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section twelve (12), in Township fifty one (51) South, of Range forty two (42) East, and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks, shown on said plat

Homeseeker's Realty Company
By President Joseph W. Young
Attest Secretary Lillian Allen

CORP. SEAL

State of Florida
County of Dade } SS

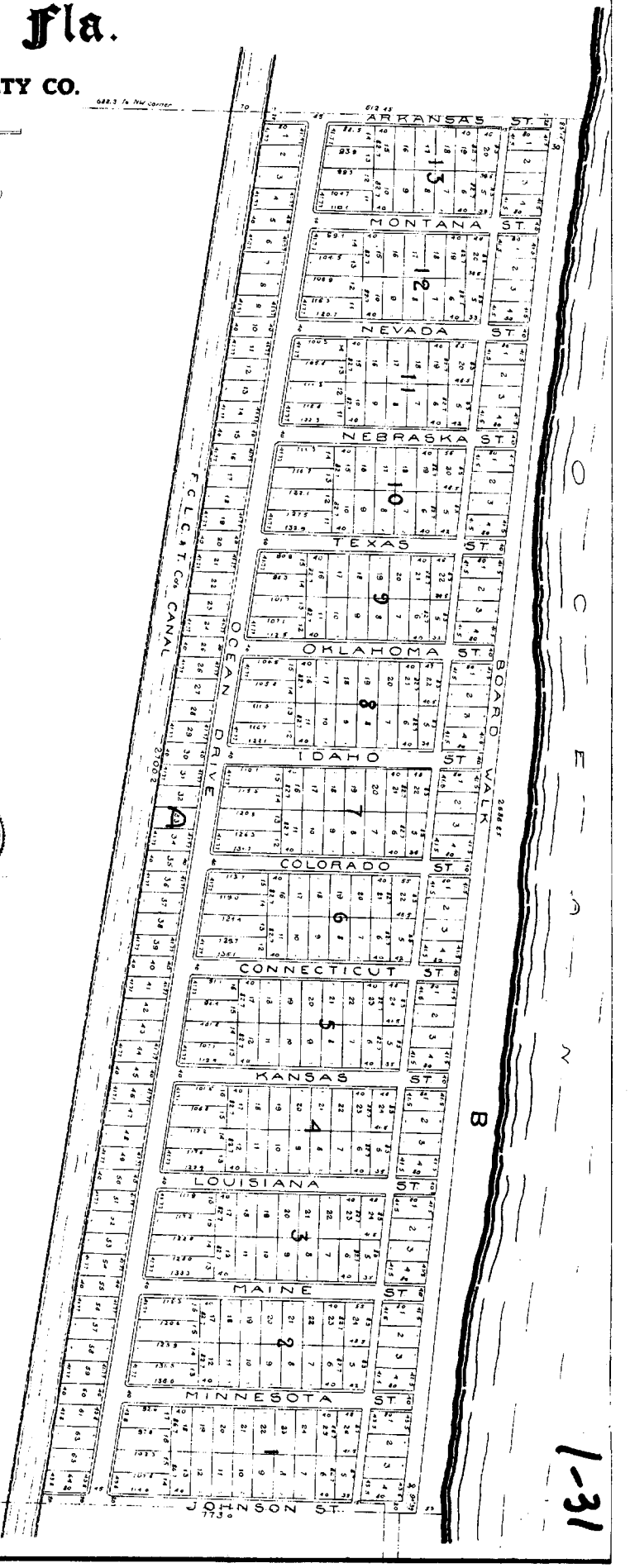
I Mary Morris a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W Young and Lillian Allen to me well known to be respectively the President and Secretary of Homeseeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said Homeseeker's Realty Company for the uses and purposes therein set forth

Witness my hand and Notarial Seal at Miami in said County and State this 12th day of February A D 1923.
My Commission expires on the 7th day of July 1926.
Mary Morris
Notary Public

N.P. SEAL

COUNTY ADMINISTRATOR CREATED JAN. 1, 1975 BROWARD COUNTY, FLORIDA

STATE OF FLORIDA
BROWARD COUNTY } SS:
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as recorded in Plat Book 21 Page 31
WITNESS my hand and official seal in the City of Fort Lauderdale, this 21 day of Feb A.D. 1987
EUGENE STICE, County Administrator
By [signature] D.C.



N
W — E
S

19395

1-31

ATTEST:

Lillian Allen
Secretary.

HOME SEEKERS REALTY COMPANY,

By D. C. Levin
Vice President.

Signed, Sealed and Delivered
in the presence of:
J. Horn
E. Eberwine

(CORPORATE SEAL)

STATE OF FLORIDA) ss
COUNTY OF DADE

I, Billie Eberwine, a Notary Public for the State of Florida at Large, HEREBY CERTIFY, that D. C. Levin and Lillian Allen both well known to me and known to me to be the Vice President and Secretary of the HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of Sept. A. D. 1925.

(N. P. SEAL)
(Revenue Stamps $1.50)

Billie Eberwine
Notary Public State of Florida at Large.

My notarial commission expires the 14th day of July A. D. 1927.

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record on the 2nd., day of Oct. A. D. 1925, and recorded in Deed Book 2F, page 443. RECORD VERIFIED.

Clerk Circuit Court

By [illegible] D. C.

322977 WARRANTY DEED

THIS INDENTURE, made this 8th day of September A. D. 19..., between the HOME SEEKERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the first part, and Robert B. Wachner, Reading Pa. 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 considerations ($10.00) 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, his heirs and assigns the following described land, being in the County of Broward and State of Florida, to-wit:

LOT SIX (6) BLOCK NINE (9)

according to the plat of "HOLLYWOOD BEACH, FIRST ADDITION", a subdivision of Section Twelve (12) Township Fifty-one (51) South, Range Forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 1, at Page 81, thereof.

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.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and sewerage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.

(b) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of any violation of such covenants, title to the said premises shall ipso facto revert to the grantor.

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of good appearance costing not less than Twenty-five hundred and no/100 Dollars ($2,500.00) and when so used, the grantee, shall forthwith provide for proper sanitary disposition of sewerage.

(d) That in accepting this deed, the grantee, his heirs and assigns agrees that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the grantor, its successors and assigns.

(e) That a violtaion of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantee, his heirs or assigns shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

ATTEST:

Lillian Allen
Secretary.

HOLM SHERMERS REALTY COMPANY,

By D. C. Levin
Vice President.

Signed, Sealed and Delivered
in the presence of:
J. Horn
B. Eberwine

(CORPORATE SEAL)

STATE OF FLORIDA) ss
COUNTY OF DADE

I, Billie Eberwine, a Notary Public for the State of Florida at Large, HEREBY CERTIFY, that D. C. Levin and Lillian Allen both well known to me and known to me to be the Vice President and Secretary of the HOLM SHERMERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of Sept. A. D. 1923.

(N. P. SEAL)
(Revenue Stamps $1.50)

Billie Eberwine
Notary Public State of Florida at Large.

My notarial commission expires on the 14th day of July A. D. 1927.

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record on the 2nd., day of Oct. A. D. 1923, and recorded in Deed Book 21, page 443. RECORD VERIFIED.

Clerk Circuit Court

By _____ D. C.

22977 WARRANTY DEED

THIS INDENTURE, made this 8th day of September A. D. 19..., between the HOLM SHERMERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, party of the first part, and Robert T. Machmer, Reading Pa. 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 considerations ($10.00) 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, his heirs and assigns the following described land, being in the County of Broward and State of Florida, to-wit:

LOT SIX (6) BLOCK NINE (9)

according to the plat of "HOLLYWOOD BEACH, FIRST ADDITION", a subdivision of Section Twelve (12) Township Fifty-one (51) South, Range Forty-two (42) East, recorded in the office of the Clerk of the Circuit Court in and for Broward County, Florida, in Plat Book 1, at Page 51, thereof.

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.

This deed is given subject to the following provisions:

(a) The right at any and all times to lay and maintain city water and sewerage pipes and to set and maintain electric light and telephone poles across the rear end of said lot is hereby specifically reserved.

(b) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of any violation of such covenants, title to the said premises shall ipso facto revert to the company.

(c) That no building or addition thereto shall be erected upon the said premises excepting a permanent substantial building of good appearance costing not less than Twenty-five hundred and no/100 Dollars ($2,500.00) and when so used, the grantee, shall forthwith provide for proper sanitary disposition of sewerage.

(d) That in accepting this deed, the grantee, his heirs and assigns agrees that the foregoing restrictions are made as a part consideration of the purchase price and are covenants to run with the land and in case of violation of the second restriction hereinabove mentioned this deed shall ipso facto become null and void and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the grantor, its successors and assigns.

(e) That a violtaion of any or all of the other restrictions are and shall be considered nuisances, and the grantor, its successors or assigns, or any lot owner in the subdivision mentioned herein, may enforce the said restrictions and cause the said nuisance to be removed or abated, and the grantee, his heirs or assigns shall pay all costs including reasonable attorney's fees incident to the removal of such nuisances.

WITNESS the corporate name and seal of the said party of the first part the day and year first above written.

ATTEST: Lillian Allen
Secretary.

HOME BUILDERS REALTY COMPANY,

Signed, Sealed and Delivered
in the presence of :
W. Horn
Billie Eberwine

By D. C. Nevin
Vice President.

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DADE) ss

I, Billie Eberwine, a Notary Public for the State of Florida at Large HEREBY CERTIFY, that D. C. Nevin and Lillian Allen, both well known to me and known to me to be the Vice President and Secretary of the HOME BUILDERS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Florida, severally acknowledged before me that they signed, sealed and delivered the within deed as the free and voluntary act and deed of the said corporation and of themselves as such officers for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of September A. D. 1923.

(N. P. SEAL)
(Revenue Stamps $1.50)

Billie Eberwine
Notary Public State of Florida at Large.

My notarial commission expires on the 14th day of July A. D. 192..

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record on the 2nd day of Oct. A. D. 1923, and recorded in Deed Book 28, page 444. RECORD VERIFIED.

Clerk Circuit Court

By D. C.

Issued WARRANTY DEED

THIS DEED, Made the twenty-sixth day of September A. D. 1923, by C. C. Verner Sjostrom and Caroline McK. Sjostrom, his wife, both of Ware, in the County of Hampshire, State of Massachusetts, hereinafter called the grantors, to C. Robert W. Sjostrom, of the County of Dade, State of Florida, hereinafter called the grantee.

WITNESSETH, That the said grantors, in consideration of One Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, desire, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said grantee, and his heirs and assigns in fee simple the land situate in Broward County, State of Florida, described as follows:

Lot Four (4) of Block Thirteen (13) and Lot Three (3) of Block Fourteen (14), Section 22, Township 31 South, Range 42 East. Said tract of land containing 1 acre more or less.

This conveyance is made subject to any unpaid taxes and assessments, if any.

The property conveyed by this deed is situated in Broward County, Florida, and is shown upon a certain plat of Hollywood recorded in the office of the Clerk of the Circuit court of Dade County, Florida, according to plat book B, at page 16.

C. C. Verner Sjostrom, one of the grantors herein is the and the same person as Carl C. Verner Sjostrom, whose name appears in the record title of this property.

TO HAVE AND TO HOLD the same together with the hereditaments and appurtenances, unto the said grantee, and his heirs and assigns in fee simple.

AND the said grantors, for themselves and their heirs and legal representatives, covenant with said grantee, his heirs, legal representatives and assigns: That said grantors have indefeasibly seized of said land in fee simple; that said grantors have full power and lawful right to convey said lands in fee simple, as aforesaid; that it shall be lawful for said grantee, his heirs, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said grantors, their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said grantee, his heirs, legal representatives and assigns, as may reasonably be required; and that said grantors, do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

WITNESS the hands and seals of said grantors, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of
J. H. Schoonmaker
Madeline McMahon

C. C. Verner Sjostrom (wafer seal)
Caroline McK. Sjostrom (wafer seal)

COMMONWEALTH OF MASSACHUSETTS.
COUNTY OF HAMPSHIRE

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, C. C. Verner Sjostrom and Caroline McK. Sjostrom to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

395564

DEED 701 PAGE 467

RELEASE OF REVERTER

THIS INDENTURE made this 24th day of July A. D., 1950, between Home Seekers Realty Company, a Florida corporation, hereinafter referred to as Party of the first part, and Herman Haas hereinafter referred to as the Party of the second part.

WITNESSETH

WHEREAS, Party of the first part formerly owned the fee simple title to that certain parcel of property hereinafter more particularly described, and

WHEREAS, Party of the first part did heretofore on the 6th day of September A. D. 19 23 convey said property hereinafter more particularly described to John H. Tigh and Margaret M. Tigh, his wife, Reading, Pa. recorded on the 2nd day of October A. D. 19 23 in Deed Book 25 Page 443 of the public records of Broward County, Florida which said deed contained reverter or forfeiture provisions more particularly set forth as follows:

"(a) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of violation of such covenants, title to said premises shall ipso facto revert to the Company.

(d) That in accepting this deed, the grantees their heirs and assigns, agree that the foregoing restrictions are made a part of consideration of the purchase price, and are covenants to run with the land, and in case of violation of the first restriction hereinabove mentioned, this deed shall ipso facto become null and void, and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the Grantor herein, its successors and assigns."

WHEREAS, said party of the second part has represented to Party of the first part that the title to the property more particularly described hereinafter is clouded by reason of the above quoted reversionary clauses contained in said deed hereinabove mentioned, and have requested that Party of the first part release said property from the operation of said reversionary clauses, and party of the first part being willing to grant said request.

NOW THEREFORE, in consideration of the premises and the sum of One ($1.00) Dollars, lawful money of the United States in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part hereby releases to the party of the second part any right, title, claim or interest that may now exist or hereinafter accrue to said party of the first part, its successors or assigns by reason of a violation of said reversionary clauses hereinabove quoted, involving the property more fully described hereinafter and does hereby release the following described property, situate, lying and being in Broward County, Florida, from said reverter or forfeiture provisions.

Lot 7, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, page 31 of the public records of Broward County, Florida.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed in its name by its Vice President and its corporate seal to be affixed, the day and year above written. Signed, sealed and delivered in our presence:

HOME SEEKERS REALTY COMPANY

BY Stanley M. Beckerman
Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on the 24th day of July A. D., 1950 before me personally appeared STANLEY M. BECKERMAN, Vice President of the Home Seekers Realty Company, a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing release of reverter to Herman Haas and 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 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.

Notary Public, State of Florida at Large

STATE OF FLORIDA, COUNTY OF BROWARD
I hereby certify this instrument filed for record on the 27 day of August 19 50 and recorded in Book 701 page 467
TED CABOT, Clerk of the Circuit Court
By [illegible]

395565

DEED 701 PAGE 468

RELEASE OF REVERTER

THIS INDENTURE made this 24th day of July A. D., 1950, between Home Seekers Realty Company, a Florida corporation, hereinafter referred to as Party of the first part, and Herman Haas hereinafter referred to as the Party of the second part.

WITNESSETH

WHEREAS, Party of the first part formerly owned the fee simple title to that certain parcel of property hereinafter more particularly described, and

WHEREAS, Party of the first part did heretofore on the 8th day of September A. D. 19 23 convey said property hereinafter more particularly described to Hobert B. Machmer, Reading Pa. recorded on the 2nd day of October A. D. 19 23 in Deed Book 25 Page 444 of the public records of Broward County, Florida which said deed contained reverter or forfeiture provisions more particularly set forth as follows:

"(a) That no member of the negro race shall, directly or indirectly, acquire any interest in the said premises, and in case of violation of such covenants, title to said premises shall ipso facto revert to the Company.

(d) That in accepting this deed, the grantee his heirs and assigns, agree that the foregoing restrictions are made a part of consideration of the purchase price, and are covenants to run with the land, and in case of violation of the first restriction hereinabove mentioned, this deed shall ipso facto become null and void, and the title and right of possession of and to said property aforesaid shall immediately revert and revest in and to the Grantor herein, its successors and assigns."

WHEREAS, said party of the second part has represented to Party of the first part that the title to the property more particularly described hereinafter is clouded by reason of the above quoted reversionary clauses contained in said deed hereinabove mentioned, and have requested that Party of the first part release said property from the operation of said reversionary clauses, and party of the first part being willing to grant said request.

NOW THEREFORE, in consideration of the premises and the sum of One ($1.00) Dollars, lawful money of the United States in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part hereby releases to the party of the second part any right, title, claim or interest that may now exist or hereinafter accrue to said party of the first part, its successors or assigns by reason of a violation of said reversionary clauses herein above quoted, involving the property more fully described hereinafter and does hereby release the following described property, situate, lying and being in Broward County, Florida, from said reverter or forfeiture provisions.

Lot 6, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the plat thereof, recorded in Plat Book 1, page 31 of the public records of Broward County, Florida.

IN WITNESS WHEREOF the party of the first part has caused these presents to be signed in its name by its Vice President and its corporate seal to be affixed, the day and year above written. Signed, sealed and delivered in our presence:

HOME SEEKERS REALTY COMPANY

Stanley M. Beckerman
Vice President

STATE OF FLORIDA, COUNTY OF BROWARD, I hereby certify that the within instrument was filed for record on the 24 day of July 1950 and recorded in book 701 page 468 RECORD VERIFIED TED CABAL, Clerk of the Circuit Court

STATE OF FLORIDA,
COUNTY OF BROWARD.

I HEREBY CERTIFY that on the 24th day of July A. D., 195 0, before me personally appeared STANLEY M. BECKERMAN, Vice President of the Home Seekers Realty Company, a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing release of reverter to Herman Haas and 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 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.

Notary Public, State of Florida at Large

78- 76150

CERTIFICATION
DNC
I certify this to be a true and correct copy of the record in my office. Section No. 21-2-71
WITNESS MY hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
Betty Neuman
City 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 8:28

OR 7489 PAGE 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK, SCHNEIDER & MAGER, P.A.
P. O. BOX 229
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WEBB

(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.

REC 7489 PAGE 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,

OR 7489 PAGE 392

inclusive, and Lots 15 to 18, 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 (S½) 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.

BK 7489 PG 393

All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) 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 (NE¼) of the Northeast Quarter (NE¼) 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 NE¼ of the NE¼ 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

OR 7480 PAGE 904

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 NE¼ of the NE¼ 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 NE¼ of the NE¼ 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 A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

OFF 7489 PAGE 395

(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 NE¼ of the NE¼ 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 A1A (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 NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ 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:

Co nence at the Northeast corner of said Section 26; th ce 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 A1A (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

BK 7489 PG 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) <u>From BD-2</u> 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. A1A), 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 A1A (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 A1A, 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 NE¼ of the NE¼ 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. A1A to the East right of way of the Intracoastal 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. Kaplan
MAYOR

ATTEST:
Jane M. Hale
CITY CLERK

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

OFF REC 7489 PAGE 398

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

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

Per County Commission, Date DEC 9 1986
Division of Planning
Return to Division

RETURN TO FRONT RECORDING

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

RD:ed
CL5-I
6/19/86
PC# 101
#86-401.41

STATE OF FLORIDA
COUNTY OF BROWARD

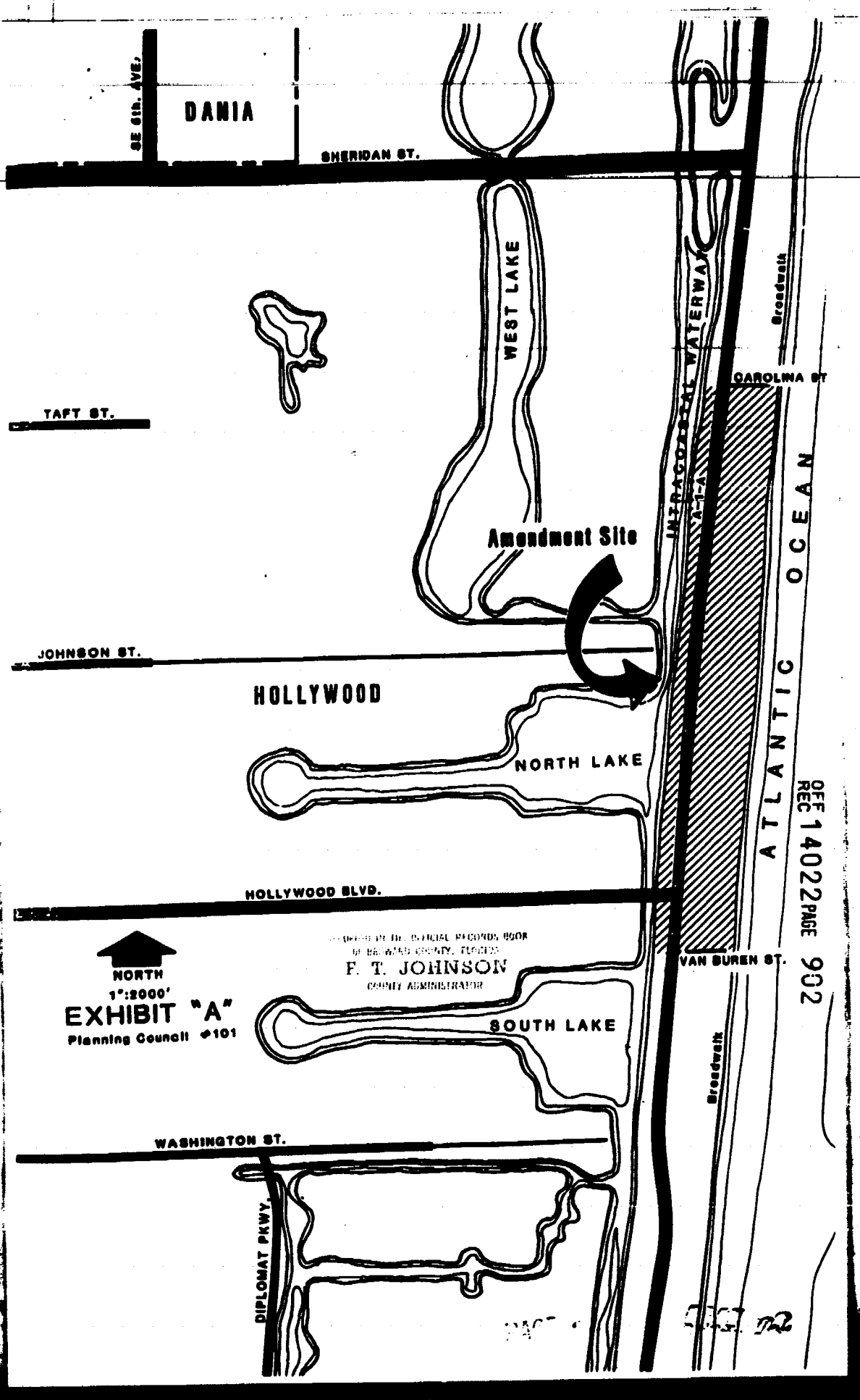
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

F. T. JOHNSON, County Administrator

By [illegible] D.C.

OFF REC 14022 PAGE 901



OFF REC 14022 PAGE 902

86497527

87009642

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14066 PAGE 945

'87 JAN 9 AM 10:10

OFF REC 14022 PAGE 990

DEC 8 1986

Division of Office of Planning

Return to Author

1300 AM

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 9th day of January A.D., 19[illegible]
F. T. JOHNSON, County Administrator
By: Phyllis Hedges D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

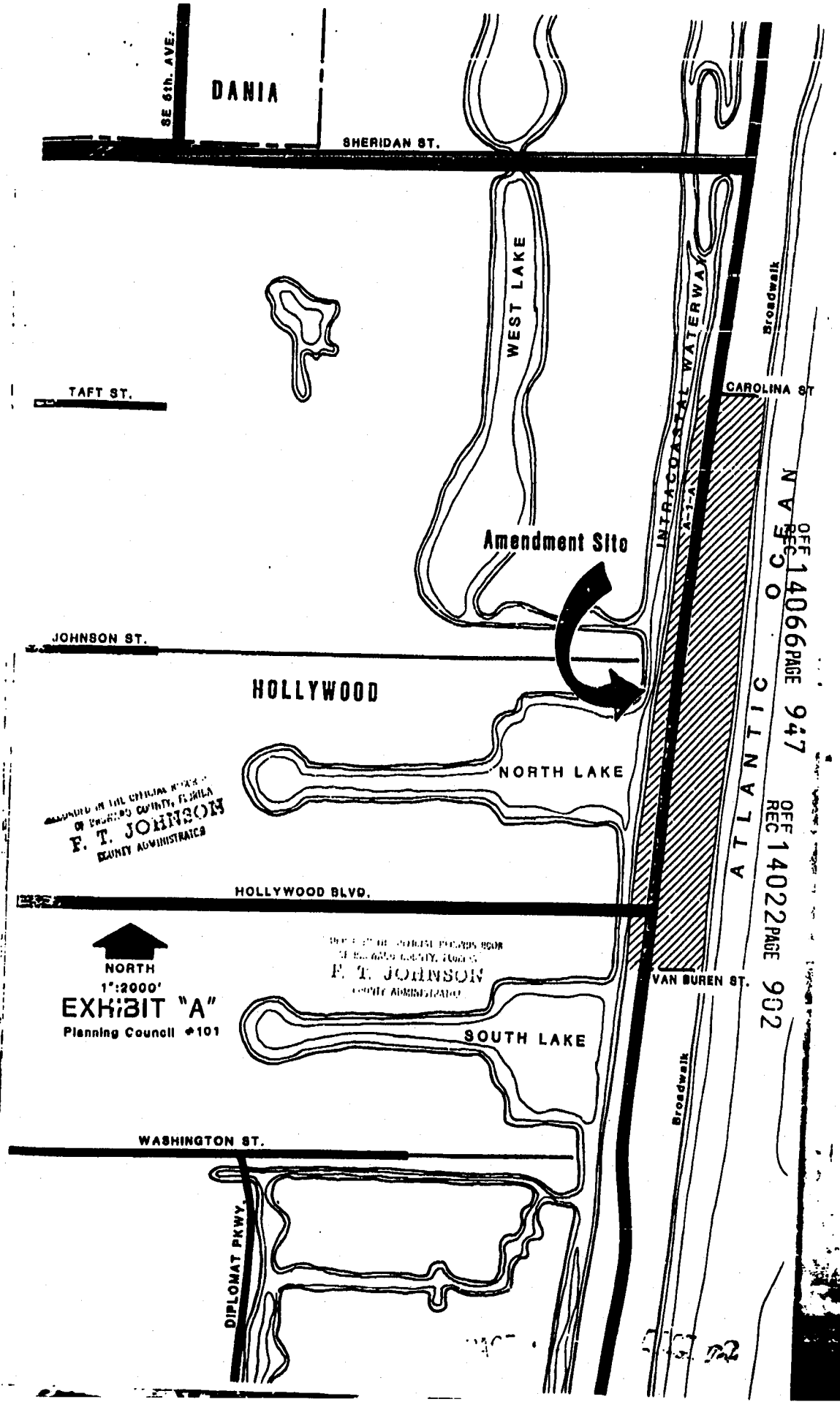
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 1986
F. T. JOHNSON, County Administrator
By: Phyllis Hedges D.C.

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41

OFF REC 14066 PAGE 946

OFF REC 14022 PAGE 901



OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 902

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, 20 01.

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:

Mara Giulianti, Mayor

Witness signature

JANET D'ANDREA
Witness print name

Witness signature

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 Giulianti, who is personally known to me or who has produced —
as identification.

(Seal)

Signature of Notary Public

Michele Anzalone
(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 19984
EXPIRES AUG 26 2008
BONDED THRU
ADVANTAGE NOTARY

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

BY: _____ 07
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

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

Agenda Item: 11/12/02 #19
Submitted By: Planning Council
RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

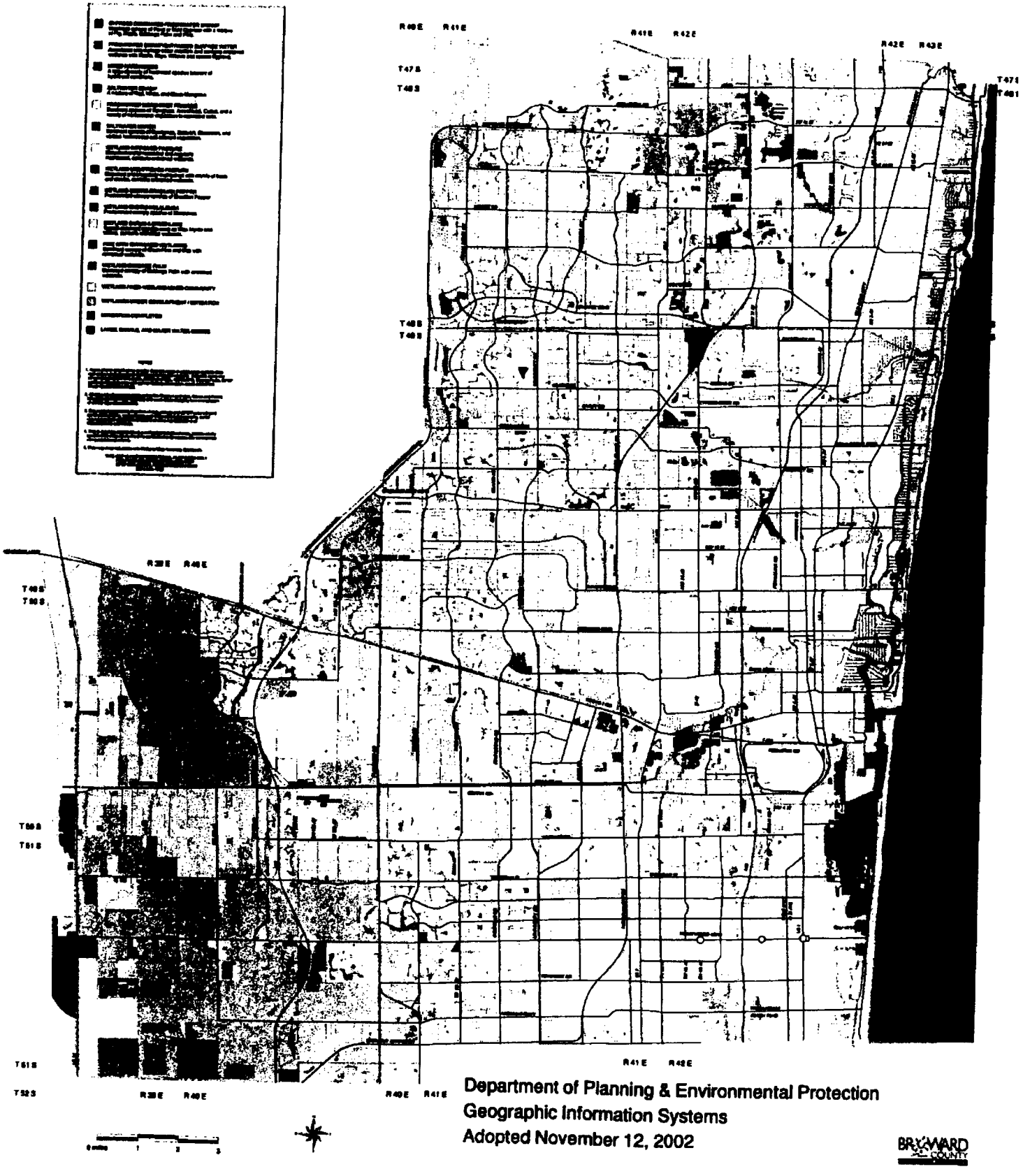
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

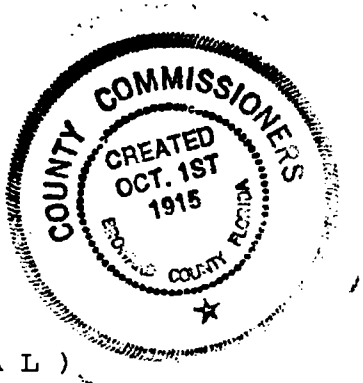
Broward County Wetlands



STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

Contract # 337

(12)

RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

This Agreement made and entered into this 1 day of July, 2016, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and SEVEN PAR 001 LLC, a Florida Limited Liability Company authorized to do business in the State of Florida whose principal office is located at 2901 Stirling Rd Ste 202 Fort Lauderdale, FL 33312 ("Property Owner"), owner of the property located at 309 Oklahoma Street, Hollywood, FL 33019 ("Property").

WHEREAS, the CRA is burying all overhead utility lines, including AT&T, Comcast, and FPL lines, in the area east of A1A from Oklahoma Street north to Lee Street ("Project"); and

WHEREAS, the Project involves a streetscape component which includes the installation of decorative pavers on the streets and streetends; and

WHEREAS, the Property is located adjacent to the Project area; and

WHEREAS, the CRA has identified a need to relocate the drainage areas on the Property in order to prevent damage to the new pavers installed within the Project area; and

WHEREAS, the relocation of the drainage areas will be performed at no cost to the Condo Association/Property Owner; and

WHEREAS, in order to perform relocation of the drainage areas on the Property, the Condo Association/Property Owner will need to grant a right of entry permit and a temporary construction easement to the CRA and its contractor;

WHEREAS, it is the responsibility of the Condo Association/Property Owner to notify all unit owners and tenants of the Property about the project and the temporary easement;

NOW, therefore, in consideration of the benefit of the free relocation of the drainage areas, the Condo Association/Property Owner permits the CRA and its contractor the right of reasonable entry and temporary construction easement upon the Property. The right of entry permit and the temporary construction easement are for the portion of the Property that is shown on the drawing attached as Exhibit "A."

The Condo Association/Property Owner agrees to the following:

1. The Condo Association/Property Owner will allow the CRA and its contractor reasonable access to enter and reenter the Property for a period of up to 12 months from the date of this agreement for the purpose of relocating the drainage areas.

2. The Condo Association/Property Owner hereby agrees that this agreement shall not be considered a permanent easement. Upon the completion of the work to relocate the drainage areas, the improvements will become a part of the common elements of the Property and shall be the sole responsibility of the Condo Association/Property Owner.

3. The Condo Association/Property Owner hereby agrees that the CRA and its contractor shall not be liable for the drainage area upon completion of the work.

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by Silvana Korik, an authorized representative, this 1 day of December, 2016.

Hollywood, Florida Community Redevelopment Agency

ATTEST: _____
Phyllis Lewis, Secretary

BY: _____
Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency, only.

_____
Jeffrey P. Sheffel, General Counsel

SEVEN PAR 001 LLC

BY: _____
Silvana Korik, Registered Agent

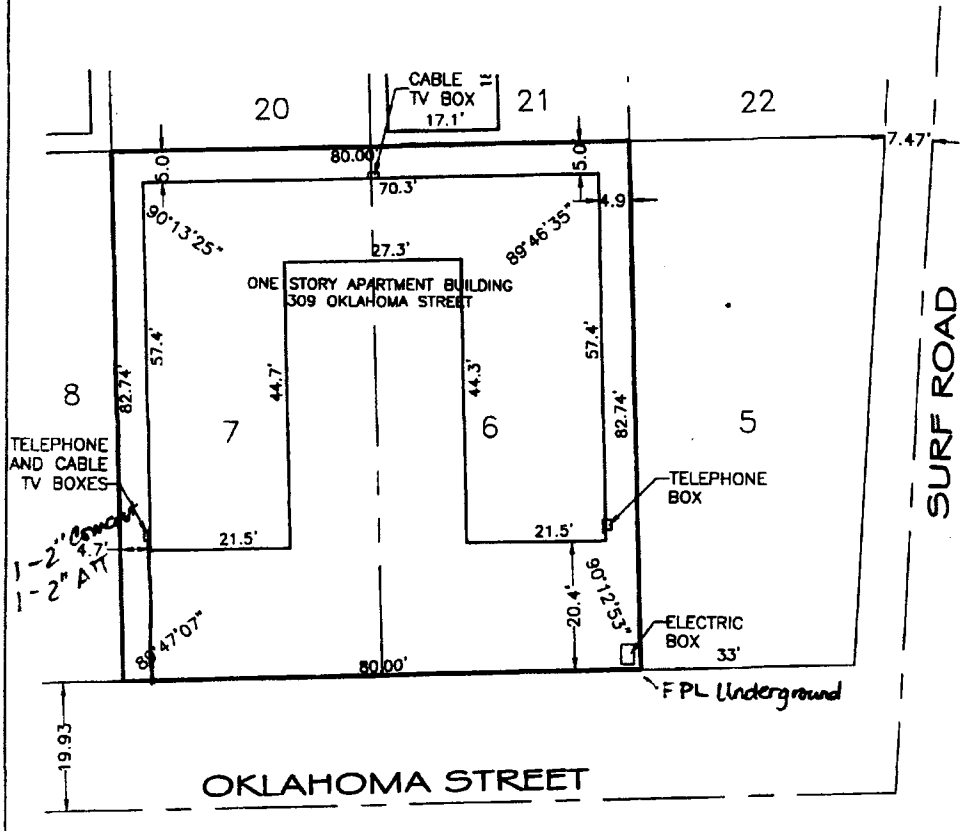
NOTARY

MARIA BALMACEDA
MY COMMISSION # FF967397
EXPIRES March 03, 2020
(407) 398-0153 FloridaNotaryService.com

337

DESCRIPTION:

LOTS 6 & 7, BLOCK 9, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



NOTES
1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
2) FOR THE PURPOSE OF UTILITY PERMITTING AND RE-CONSTRUCTION. NOT A BOUNDARY SURVEY.
3) ADDITION OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY
4) NORTH ARROW RELATIVE TO ASSUMED EAST ALONG THE CENTERLINE OF OKLAHOMA STREET.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

REVISION	DATE	BY

SPECIFIC PURPOSE SURVEY

JOB #: RN8678	DATE: 06/09/16
SCALE: 1"= 20'	FILE No.:
DRAWN BY: CM	CHECKED BY: SKS

STEPHEN K. SEELEY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102174
Street Address: 320 MCKINLEY STREET
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lots 9 and 10, Block 10 and Lots 18, 19 and 20, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida, n/k/a HOLLYWOOD RE-VEL CO-OP, less Unit #2, #6, and #10

LAST RECORD TITLE HOLDER: Astrid 7 LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See pages 2 and 3 of 4

RIGHT-OF-WAY: NONE

FOLIO NUMBER SHOWN FOR REFERENCE ONLY: 514212-NT-0010

CURRENT TAXES: N/A

DELINQUENT: YES:_____ NO: _____ Tax Certificate No: N/A

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 24, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102174
Street Address: 320 MCKINLEY STREET
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from Chas, B. Miller and Sumeara Miller, husband and wife, to Hollywood Ru-vel, Inc., a corporation of Hollywood, Florida, dated July 24, 1953, filed August 14, 1953, and recorded in Official Records Book 18, Page 541.**

2. **Warranty Deed from William R. Kothmayer and Donna F. Kothmayer, his wife, to Hollywood Ru-vel, Inc., a corporation existing under the laws of the State of Florida, dated September 27, 1954, filed October 18, 1954, and recorded in Official Records Book 226, Page 97.**

3. **Warranty Deed from Leo G. Herdeg, a single man, and Maria V. Albright, a single woman, to Hollywood Ru-vel, Inc., a corporation existing under the laws of the State of Florida, dated April 1, 1963, filed April 3, 1963, and recorded in Official Records Book 2574, Page 474.**

4. **Special Warranty Deed from Hollywood Ru-Vel, Inc., a Florida Corporation, to VG Invest Zion 613 LLC, a Florida limited liability company, dated February 4, 2022, filed February 10, 2022, and recorded in Instrument # 117928820.**

5. **Special Warranty Deed from VG Invest Zion 613 LLC, a Florida limited liability company, to Astrid 7 LLC, a Florida limited liability company, dated November 14, 2022, filed November 15, 2022, and recorded in Instrument # 118518316.**

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage and Security Agreement between Astrid 7 LLC and VG Invest Zion 613 LLC, dated November 14, 2022, filed November 15, 2022, and recorded in Instrument # 118518317; Assignment of Leases and Rents filed November 15, 2022, and recorded in Instrument # 118518318.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**

3. **Ordinance No. 86-90 filed December 26, 1966, and recorded in Official Records Book 14022, Page 900; Re-recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

4. **Perpetual Palm Tree Easement filed May 14, 1998, and recorded in Official Records Book 28220, Page 750.**

5. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102174
Street Address: 320 MCKINLEY STREET
County: Broward

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS (cont.):

6. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

7. **Certificate of Filing for the Hollywood Re-vel, Inc., filed May 24, 2006, and recorded in Official Records Book 42084, Page 1720; Amendment filed December 29, 2009, and recorded in Official Records Book 46762, Page 1210; Amendment filed December 29, 2009, and recorded in Official Records Book 46762, Page 1217; Amendment filed October 2, 2015, and recorded in Instrument # 113264200.**

8. **Right of Entry Permit and Temporary Construction Easement Agreement filed July 31, 2017, and recorded in Instrument # 114531845.**

RIGHT-OF-WAY:

NONE

NAME SEARCH:

Astrid 7 LLC

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102174
Street Address: 320 MCKINLEY STREET
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	**320 MCKINLEY STREET #1, HOLLYWOOD FL 33019**	ID #	5142 12 NT 0010
Property Owner	ASTRID 7 LLC	**Millage**	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	**Use**	05

Abbr Legal Description	HOLLYWOOD RU-VEL CO-OP UNIT 1

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Value

* 2023 values are considered "working values" and are subject to change.

Year	Land	Building / Improvement	Just / Market Value	**Assessed / SOH Value**	**Tax**
2023*	$32,170	$289,540	$321,710	$321,710	
2022	$23,180	$208,660	$231,840	$136,600	$3,745.51
2021	$12,560	$113,000	$125,560	$124,190	$2,924.57

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$321,710	$321,710	$321,710	$321,710
Portability	0	0	0	0
Assessed/SOH	$321,710	$321,710	$321,710	$321,710
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$321,710	$321,710	$321,710	$321,710

Sales History

Date	**Type**	Price	Book/Page or CIN
11/10/2022	SW*-D	$6,300,000	**118518316**
2/4/2022	SW*-E	$3,800,000	**117928820**

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	**Type**
Adj. Bldg. S.F.		705
Units/Beds/Baths		1/1/1
Eff./Act. Year Built: 2006/1948		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
1								

This Indenture Made this 24th day of July, A. D. 1953,

BETWEEN CHAS. B. MILLER and SUMEARA MILLER, husband and wife,

of the County of Stark and State of Ohio parties of the first part and

HOLLYWOOD NU-VEL, INC., a corporation of Hollywood, Florida,

whose address is: 320 McKinley Street, Hollywood, 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 ($10.00) - - - - - -

to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said party of the second part and its successors 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:

All that certain parcel of land lying and being in the County of Broward, and State of Florida, more particularly described as follows: Lots Eighteen (18) and Nineteen (19) of Block Nine (9) of Hollywood Beach First Addition, being a subdivision of part of Section 12, Township 51, South, Range 42 east, according to the plat thereof recorded in Plat Book No. 1, page 31, of the public records of Broward County, Florida; said land situate, lying and being in 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 parties of the first part 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 except taxes now due and that they have good right and lawful authority to sell the same; and that the said parties of the first part do hereby fully warrant the title to the 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 above written.

Signed, Sealed and Delivered in Our Presence:

Chas B. Miller (SEAL)

(SEAL)

(SEAL)

State of OHIO

County of STARK

I HEREBY CERTIFY, That on this 24th day of July A. D. 19 53, before me personally appeared Chas. B. Miller and Sumeara Miller, husband and wife,

to me known to be the persons described in and who executed the foregoing conveyance 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 Canton in the County of Stark and State of Ohio, the day and year last aforesaid.

Notary Public (SEAL)

My commission expires: Feb. 1955

1.70

OR. REC. 13 PAGE 542

THE STATE OF OHIO
Stark County, ss.

I, C. FRANK SHERRARD, Clerk of the Court of Common Pleas, Stark County, Ohio, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That [illegible] whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such deposition or proof and acknowledgment a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any court of said State and for general purposes, and also to take acknowledgments and proofs of deeds or other conveyances of lands, tenements or hereditaments in said State of Ohio. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said depositions or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, this 25 day of [illegible], 19[illegible]

[illegible] Clerk

№ 1805

Warranty Deed

TO

Form 36 Florida WARRANTY DEED (No Expiration)

TUTTLE LAW PRINT, INCORPORATED, Tuttle Law Print, Publishers, Rutland, Vt.

15.50
16 502105

226 PAGE 97

This Indenture,

Made this 27th *day of* September *A. D. 19* 54

Between WILLIAM R. KOTHMAYER and DONNA F. KOTHMAYER, his wife

of the County of Stark *and State of* Ohio *parties of the first part, and* HOLLYWOOD RU-VEL, INC. whose address is 320 McKinley Street, Hollywood, Florida *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.*

Witnesseth, *that the said parties of the first part, for and in consideration of the sum of* $10.00 and other good and valuable consideration to them *in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed 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 successors 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:*

Lots Eight (8), Nine (9) and Ten (10), Block Ten (10) of HOLLYWOOD BEACH, FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

OCT 19 3 13 PM 1954

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 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 of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth 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 above written.*

Signed, Sealed and Delivered in Our Presence:

Kite M. Dowling — William R. Kothmayer (Seal)
Vincent W. Kapster — Donna F. Kothmayer (Seal)
(Seal)
(Seal)

ELLIS & SPENCER
HOLLYWOOD, FLORIDA

State of ~~Florida~~ OHIO,

County of STARK

OR. 226 PAGE 98

I HEREBY CERTIFY, *That on this* 27th *day of* September *A. D. 19* 54, *before me personally appeared* William R. Kothmayer and Donna S. Kothmayer, his wife

to me known to be the person described in and who executed the foregoing conveyance to Hollywood Ru-Vel, Inc.

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* Canton *in the County of* Stark *and State of* ~~Florida~~ Ohio, *the day and year last aforesaid*

THE STATE OF OHIO
Stark County, ss.

I, FRANK SHERRARD, Clerk of the Court of Common Pleas, Stark County Ohio, the same being a Court of Record, having a seal, DO HEREBY CERTIFY, That Peter M. Rowley whose name is subscribed to the deposition or certificate of the proof of acknowledgment of the annexed instrument and thereon written, was at the time of taking such deposition, or proof and acknowledgment a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any court of said State and for general purposes and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of Ohio. And further, that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to said depositions or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, this 28th day of September 1954

Frank Sherrard
Clerk

Nº 2462

RECORDED IN OFFICIAL RECORDS BOOK
OF STARK COUNTY, OHIO
OF MARKS
OF COURT

Warranty Deed

TO CORPORATION

WILLIAM R. KOTHMAYER and DONNA S. KOTHMAYER, his wife

TO

HOLLYWOOD RU-VEL, INC.

Date

ABSTRACT OF DESCRIPTION

Lots 8, 9 and 10,

Block 10, Hollywood Beach,

First Addition

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* *in the public records of said County.* *of Book*

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.*

Clerk.

D. C.

ELLIS AND SPENCER
ATTORNEYS AT LAW
HOLLYWOOD, FLORIDA

Form 84 Florida WARRANTY DEED. (To Corporation.)

OFF. REC. 2574 PAGE 474

TUTBLANK REGISTERED U. S. PAT. OFFICE Turtle Law Print, Publishers, Rutland, Vt.

63-32391

10.80 L.05

This Indenture

32100

Made this 1st *day of* April *A. D. 19* 63

Between LEO G. HERDEG, a single man, and MARIA V. ALBRIGHT, a single woman,

of the County of Cass *and State of* Michigan *parties of the first part, and* HOLLYWOOD RU-VEL, 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: 320 McKinley Street, Hollywood, Florida.

Witnesseth, *that the said parties of the first part, for and in consideration of the sum of* $10.00 and other good and valuable considerations *to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed 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 successors 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 Twenty (20), of Block Nine (9), of HOLLYWOOD BEACH, FIRST ADDITION, according to the plat thereof recorded in Plat Book 1, page 31, of the public records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

BROWARD COUNTY

STATE OF FLORIDA DOCUMENTARY STAMP TAX APR-3'63 1080 COMPTROLLER P.B. 150119

63 APR 3 PM 3:04

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 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 of all incumbrance, and that they have good right and lawful authority to sell the same; and that said parties of the first part doth 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 above written.*

Signed, Sealed and Delivered in Our Presence:

Leo G. Herdeg (Seal)
a single man

Maria V. Albright (Seal)
a single woman

Ellis, Spencer, and Butler

State of Florida,

County of BROWARD

OFF. REC. 2574 PAGE 475

I HEREBY CERTIFY, *That on this* 15th *day of* April *A. D. 19* 63, *before me personally appeared* LEO G. HERDEG, a single man, and MARIA V. ALBRIGHT, a single woman, *to me known to be the persons described in and who executed the foregoing conveyance to* HOLLYWOOD RU-VEL, 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.*

My Commission Expires _____ *Notary Public*

Notary Public, State of Florida at Large
My Commission Expires Jan. 18, 1964
Bonded by American Surety Co. of N. Y.

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
W. E. BUNCH, JR.
CLERK OF CIRCUIT COURT

Abstracting
TO CORPORATION

TO

Date

ABSTRACT OF DESCRIPTION

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* _____ *in the* _____ *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 Judicial Circuit of said State, in and for said County.*

_____ *Clerk.*

_____, *D. C.*

Prepared by and Return to:
Seth Kimmel, Esq.
1806 N. Flamingo Road, Suite 240
Pembroke Pines, Florida 33028
Our File Number: 22-0044GS

For official use by Clerk's office only

STATE OF Florida	)	**SPECIAL WARRANTY DEED**
COUNTY OF Broward	)	(Corporate Seller)
	)	

THIS INDENTURE, made this February 4, 2022, between **Hollywood Ru-Vel, Inc., , a Florida Corporation,** whose mailing address is: 320 McKinley St #4, Hollywood, Florida 33019-3401, party of the first part, and **VG Invest Zion 613 LLC, a Florida limited liability company,** whose mailing address is: 50 W. Mashta Dr., Ste 6, Key Biscayne, Florida 33149 party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, towit:

PARCEL 1
Lots 18, 19 and 20, Block Nine (9), of HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof recorded in Plat Book No. 1, Page 31, of the Public Records of Broward County, Florida; said lands situate and being in Broward County, Florida.

PARCEL 2
Lots 9 and 10, Block Ten (10), of HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof recorded in Plat Book No. 1, Page 31, of the Public Records of Broward County, Florida; said lands situate and being in Broward County, Florida.

Parcel ID Number: **514212-NT-0010; 514212-NT-0020; 514212-NT-0030; 514212-NT-0040; 514212-NT-0050; 514212-NT-0060; 514212-NT-0070; 514212-NT-0080; 514212-NT-0090; 514212-NT-0100**

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/and restrictions and prohibitions imposed by governmental authorities, if any.

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 party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

Warranty Deed
Page 2
Our File Number: 22-0044GS

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on February 4 2022.

Signed, sealed and delivered
in the presence of:

Jamie Haren
Witness signature
Jamie Haren
Print witness name
Michael S Gruber
Witness signature
Michael S Gruber
Print witness name

Hollywood Ru-Vel, Inc., a Florida Corporation

By: [signature]
Print Name: **J. Richard Perkins A/K/A ~~Rick~~ Perkins**
Title: **President**

(Corporate Seal)

State of Ohio
County of Stark

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 4 day of February, 2022 by J. Richard Perkins A/K/A Rick Perkins, President of Hollywood Ru-Vel, Inc., a Florida corporation, on behalf of the corporation, who [X] is personally known to me or [_____] who has produced _____ as identification.

Jamie Haren
Notary Public
Jamie Haren
Print Notary Name

My Commission Expires:_____

Notary Seal

NOTARIAL SEAL STATE OF OHIO

JAMIE M. HAREN
Attorney at Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

Exhibit "A"

RESOLUTION OF THE SHAREHOLDERS
OF HOLLYWOOD RU-VEL, INC.

The undersigned, being all of the shareholders of Hollywood Ru-Vel, Inc., a Florida corporation, hereby take the following action:

WHEREAS, a meeting of the shareholders of this corporation was duly called and held on December 19, 2021;

WHEREAS, the President of the corporation has negotiated with interested buyers for the purchase of the lands and building owned by the corporation;

WHEREAS, a summary of the proposed contracts has been discussed with all shareholders;

WHEREAS, a quorum of the shareholders present at this meeting, in person by electronic means, was decided by unanimous vote that it is in the best interest of the corporation for all the assets of the corporation to be sold and the President is authorized to execute the contract he deems best for the shareholders and all other documents, including a deed and closing statement, to close the transaction;

THEREFORE, it is RESOLVED that the proceeds of sale of the property after the real estate closing and the payment of the corporations tax liabilities and other post-sale expenses be distributed to the shareholders pursuant to each stockholders percentage share of the total capital stock of the corporation.

FURTHER RESOLVED, that after distribution of the net proceeds that the corporation wind up its affairs, that the corporation be dissolved and that a certificate to that effect be filed in the office of the Florida Secretary of State.

FURTHER RESOLVED, that J. Richard Perkins, as President of the Corporation, is hereby authorized to perform such acts and to make, execute, deliver, file and record instruments, certificates and documents, including amendments thereof, as may, in his judgment, be necessary or appropriate to sell the assets of the Corporation, close the transaction and wind up the affairs of the Corporation.

FURTHER RESOLVED, that upon the sale being approved, every shareholder shall vacate and surrender occupancy of the apartment(s) they are permitted to occupy at least forty-eight (48) hours prior to the date of closing.

FURTHER RESOLVED, that there shall be one (1) vote for the shares of stock associated with each Unit and, if there are more than one (1) owner of the shares of stock associated with a Unit that those Unit Owners designate one (1) of those owners to execute this Resolution indicating the joint vote of all of the Owners of the shares of stock associated with that Unit.

[SIGNATURE PAGE TO FOLLOW]

SHAREHOLDERS:

Unit #1:	☑ Approve	☐ Disapprove	Signature
Unit #2:	☐ Approve	☐ Disapprove	Signature
Unit #3:	☐ Approve	☐ Disapprove	Signature
Unit #4:	☐ Approve	☐ Disapprove	Signature
Unit #5:	☐ Approve	☐ Disapprove	Signature
Unit #6:	☐ Approve	☐ Disapprove	Signature
Unit #7:	☐ Approve	☐ Disapprove	Signature
Unit #8:	☐ Approve	☐ Disapprove	Signature
Unit #9:	☐ Approve	☐ Disapprove	Signature
Unit #10:	☐ Approve	☐ Disapprove	Signature

SHAREHOLDERS:

Unit #1:	☐ Approve	☐ Disapprove	Signature
Unit #2:	☑ Approve	☐ Disapprove	Signature
Unit #3:	☐ Approve	☐ Disapprove	Signature
Unit #4:	☐ Approve	☐ Disapprove	Signature
Unit #5:	☐ Approve	☐ Disapprove	Signature
Unit #6:	☐ Approve	☐ Disapprove	Signature
Unit #7:	☐ Approve	☐ Disapprove	Signature
Unit #8:	☐ Approve	☐ Disapprove	Signature
Unit #9:	☐ Approve	☐ Disapprove	Signature
Unit #10:	☐ Approve	☐ Disapprove	Signature

SHAREHOLDERS:

Unit #1:	☐ Approve	☐ Disapprove	Signature
Unit #2:	☐ Approve	☐ Disapprove	Signature
Unit #3:	☐ Approve	☐ Disapprove	Signature
Unit #4:	☒ Approve	☐ Disapprove	Signature
Unit #5:	☐ Approve	☐ Disapprove	Signature
Unit #6:	☐ Approve	☐ Disapprove	Signature
Unit #7:	☐ Approve	☐ Disapprove	Signature
Unit #8:	☐ Approve	☐ Disapprove	Signature
Unit #9:	☐ Approve	☐ Disapprove	Signature
Unit #10:	☐ Approve	☐ Disapprove	

SHAREHOLDERS:

Unit #1:	☐ Approve	☐ Disapprove	Signature
Unit #2:	☐ Approve	☐ Disapprove	Signature
Unit #3:	☐ Approve	☐ Disapprove	Signature
Unit #4:	☐ Approve	☐ Disapprove	Signature
Unit #5:	☒ Approve	☐ Disapprove	Patricia J Perkins Signature
Unit #6:	☐ Approve	☐ Disapprove	Signature
Unit #7:	☐ Approve	☐ Disapprove	Signature
Unit #8:	☐ Approve	☐ Disapprove	Signature
Unit #9:	☐ Approve	☐ Disapprove	Signature
Unit #10:	☐ Approve	☐ Disapprove	Signature

EHOLDERS:

1: ☐ Approve ☐ Disapprove _____ Signature

2: ☐ Approve ☐ Disapprove _____ Signature

3: ☐ Approve ☐ Disapprove _____ Signature

4: ☐ Approve ☐ Disapprove _____ Signature

: ☐ Approve ☐ Disapprove _____ Signature

: ☑ Approve ☐ Disapprove _____ Signature

☑ Approve ☐ Disapprove _____ Signature

☒ Approve ☐ Disapprove _____ Signature

☑ Approve ☐ Disapprove _____ Signature

☑ Approve ☐ Disapprove _____ Signature

Prepared by:
Steven M. Reisman, Esq.
Reisman Law Group, P.A.
Attorney for Grantor
1379 Harbor View East
Hollywood, FL 33019
File: RLG 22-047

After Recording Return to:
Landmark Abstract Agency, LLC
207 Rockaway Turnpike
Lawrence, NY 11559
212-805-8120
File: LAAFL471

Folio References#: 514212-NT-0010; 514212-NT-0020; 514212-NT-0030; 514212-NT-0040; 514212-NT-0050; 514212-NT-0060; 514212-NT-0070; 514212-NT-0080; 514212-NT-0090; 514212-NT-0100

SPECIAL WARRANTY DEED

THIS INDENTURE (this "Deed"), made as of November 14, 2022, between **VG INVEST ZION 613 LLC, a Florida limited liability company** ("Grantor"), whose mailing address is c/o Lancaster & Reed, LLC, 50 W. Mashta Drive, Suite 6, Key Biscayne, FL 33149, and **ASTRID 7 LLC, a Florida limited liability company** ("Grantee"), whose mailing address is 3350 SW 57 Place, Fort Lauderdale, FL 33312.

(When used herein the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land located in Broward County, Florida, to wit:

See Exhibit A attached hereto and made a part hereof (the "Property").

Subject to: all easements, conditions, covenants, restrictions, reservations, limitations, agreements and other matters of record, provided that this instrument shall not reimpose same; all governmental building and zoning ordinances and other governmental regulations; all taxes and assessments for the year 2022 and subsequent years; and all matters that would be disclosed by a current and accurate survey of the Property.

NotaryCam Doc ID: 71a2790c-5be0-4fd7-8c9a-a2c1d33a3209

TOGETHER WITH all improvements thereon and all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

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

Grantor hereby covenants with Grantee the Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor does, subject to the matters set forth above, hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[END OF PAGE; SIGNATURES FOLLOW ON NEXT PAGE(S)]

NotaryCam Doc ID: 71a2790c-5be0-4fd7-8c9a-a2c1d33a3209

IN WITNESS WHEREOF, Grantor has executed this Deed on the dates set forth in the respective acknowledgments below, but to be effective for all purposes as of the date first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

VG INVEST ZION 613 LLC, a Florida limited liability company

By: Viktor Goldenberg
Viktor Goldenberg, Member

Print: Vanessa Paiz
Witness

Print: Ivette Cave
Witness

STATE OF FLORIDA }
COUNTY OF Miami-Dade } SS:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization on November 10, 2022, by Viktor Goldenberg, as Member of VG INVEST ZION 613 LLC, a Florida limited liability company, on behalf of the company. He [NOTARY MUST CHECK ONE BOX] ☐ is personally known to me or ☑ has produced Florida Driver License as identification.

IVETTE CAVE
Notary Public - State of Florida
Commission # GG 294981
My Comm. Expires May 3, 2023
[NOTARIAL SEAL]

Notary Public, State of Florida
Name printed: Ivette Cave
My Commission Expires: 5/3/2023
Commission No.: GG294981

Completed via Remote Online Notarization using 2 way Audio/Video technology.

NotaryCam Doc ID: 71a2790c-5be0-4fd7-8c9a-a2c1d33a3209

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 18, 19 and 20, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

Lots 9 and 10, Block 10, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

Less and except any dedications and rights-of-way.

NotaryCam Doc ID: 71a2790c-5be0-4fd7-8c9a-a2c1d33a3209

Prepared by and after
recording return to:

Steven M. Reisman, Esq.
Reisman Law Group, P.A.
1379 Harbor View East
Hollywood, FL 33019
Ph: 786-286-1160

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $3,500,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE.

FLORIDA DOCUMENTARY STAMP TAX IN THE AMOUNT OF $12,250.00 AND NONRECURRING INTANGIBLE TAX IN THE AMOUNT OF $7,000.00 ARE BEING PAID IN CONNECTION WITH THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF $3,500,000.00 SECURED HEREBY.

MORTGAGE AND SECURITY AGREEMENT

This MORTGAGE AND SECURITY AGREEMENT dated November 14, 2022 (together with any amendments or modifications hereto in effect from time to time, the **"Mortgage"**), is made by **ASTRID 7 LLC**, a Florida limited liability company, having an address of 3350 SW 57 Place, Fort Lauderdale, FL 33312 (**"Mortgagor"**) in favor of **VG INVEST ZION 613 LLC**, a Florida limited liability company, having an office at 50 W. Mashta Drive, Suite 6, Key Biscayne, FL 33149 (together with its assigns and successors, **"Mortgagee"**).

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Three Million Five Hundred Thousand and No/100 Dollars ($3,500,000.00) (the **"Loan"**), together with interest thereon, as evidenced by a Promissory Note of even date herewith from Mortgagor to Mortgagee (the **"Note"**);

NOTE TO RECORDER:All documentary stamp and intangible taxes due in connection with the indebtedness evidenced by the Note are being paid in connection with the recordation of this instrument.

WHEREAS, Mortgagor is the owner of fee simple title to that certain real property located in Broward County, Florida, as more particularly described in Schedule "A" attached hereto and made a part hereof (the **"Real Estate"**); and

WHEREAS, to induce Mortgagee to make the Loan and to secure payment of the Note and the other obligations described below, Mortgagor has agreed to execute and deliver this Mortgage; and

GRANTING CLAUSES

NOW, THEREFORE, to secure to Mortgagee (i) the repayment of all sums due under this Mortgage, the Note (and all extensions, renewals, replacements and amendments thereof) and the other Loan Documents (as such term is defined in the Note, the **"Loan Documents"**); (ii) the performance of all terms, conditions and covenants set forth in the Loan Documents; (iii) intentionally omitted; (iv) the repayment of all reimbursement obligations due or that may become due under or in connection with any present or future letters of credit issued by Mortgagee for the account of Mortgagor; and (v) all other obligations or indebtedness of Mortgagor to Mortgagee of whatever kind or character and whenever borrowed or incurred, including without limitation, principal, interest, fees, late charges and expenses, including attorneys' fees (subsections (i), (ii), (iii), (iv) and (v) collectively, the **"Liabilities"**), Mortgagor has mortgaged, granted and conveyed and by these presents **DOES HEREBY MORTGAGE, GRANT AND CONVEY TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS,** all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the **"Property"**):

(A) The Real Estate;

(B) Any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (the **"Improvements"**);

(C) Any and all fixtures, machinery, equipment and other articles of real, personal or mixed property, belonging to Mortgagor, at any time now or hereafter installed in, attached to or situated in or upon the Real Estate, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the **"Service Equipment"**), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Real Estate during the course

of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

(D) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the **"Leases"**); all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Estate, Improvements, Service Equipment or all or any other portion of the Property including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the **"Rents"**); all of the following personal property (collectively referred to as the **"Contracts"**): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the Real Estate, Improvements, Service Equipment or all or any other portion of the Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property;

(E) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Real Estate, Improvements or all or any other portion of the Property; all means of access to and from the Real Estate, Improvements or all or any other portion of the Property, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Real Estate, Improvements or all or any other portion of the Property; and all other claims or demands of Mortgagor, either at law or in equity, in possession or expectancy of, in, or to the Real Estate, Improvements or all or any other portion of the Property (all of the foregoing described in this subsection E herein called the **"Appurtenances"**); and

(F) Any and all "proceeds" of any of the above-described Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the **"Code"**) of the State in which the Property is located (collectively, the **"Proceeds"**) and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and

inventory, including without limitation, proceeds, if any, from business interruption or other loss of income insurance.

TO HAVE AND TO HOLD the above granted and conveyed Property unto and to the proper use and benefit of Mortgagee and its successors and assigns, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if (i) all the Liabilities are paid in full, (ii) each and every representation, warranty, agreement and covenant of this Mortgage and the other Loan Documents are complied with and abided by, then this Mortgage and the estate hereby created shall cease and be null and void and canceled of record.

The terms of the Loan Documents are hereby made a part of this Mortgage to the same extent and with the same effect as if fully set forth herein. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents.

AND Mortgagor covenants and agrees with and represents to Mortgagee as follows:

1. **FUTURE ADVANCES; PROTECTION OF PROPERTY**. This Mortgage shall secure any additional loans as well as any and all present or future advances and readvances under the Liabilities made by Mortgagee to or for the benefit of Mortgagor or the Property within twenty (20) years from the date hereof (whether such advances are obligatory or are made at the option of Mortgagee or otherwise), including, without limitation: (i) principal, interest, late charges, fees and other amounts due under the Liabilities or this Mortgage; (ii) all advances by Mortgagee to Mortgagor or any other person to pay costs of erection, construction, alteration, repair, restoration, maintenance and completion of any improvements on the Property; (iii) all advances made or costs incurred by Mortgagee for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, and costs incurred by Mortgagee for the enforcement and protection of the Property or the lien of this Mortgage; and (iv) all legal fees, costs and other expenses incurred by Mortgagee by reason of any default or otherwise in connection with the Liabilities. The total amount of the Liabilities that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance secured at any one time shall not exceed Eight Million and No/100 Dollars ($8,000,000.00).

Mortgagor agrees that if, at any time during the term of this Mortgage or following the commencement of a foreclosure action hereunder (whether before or after the entry of a judgment of foreclosure), Mortgagor fails to perform or observe any covenant or obligation under this Mortgage including, without limitation, payment of any of the foregoing, Mortgagee may (but shall not be obligated to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof. All amounts advanced by Mortgagee shall be added to the amount secured by this Mortgage and the other Loan Documents (and, if advanced after the entry of a judgment of foreclosure, by such judgment of foreclosure), and shall be due and payable on demand, together with interest at the Default Rate set forth in the Note, such interest to be calculated from the date of such advance to the date of repayment thereof.

2. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

2.1. **Payment and Performance**. Mortgagor shall (a) pay to Mortgagee all sums required to be paid by Mortgagor under the Loan Documents, in accordance with their stated terms and conditions; (b) perform and comply with all terms, conditions and covenants set forth in each of the Loan Documents by which Mortgagor is bound; and (c) perform and comply with all of Mortgagor's obligations and duties as landlord under any Leases.

2.2. **Seisin and Warranty**. Mortgagor hereby warrants that (a) Mortgagor is seized of an indefeasible estate in fee simple in, and warrants the title to, the Property; (b) Mortgagor has the right, full power and lawful authority to mortgage, grant, convey and assign the same to Mortgagee in the manner and form set forth herein; and (c) this Mortgage is a valid and enforceable first lien on the Property. Mortgagor hereby covenants that Mortgagor shall (a) preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to Mortgagee against all lawful claims whatsoever; and (b) execute, acknowledge and deliver all such further documents or assurances as may at any time hereafter be reasonably required by Mortgagee to protect fully the lien of this Mortgage.

2.3. **Insurance**. (a) Mortgagor shall obtain and maintain at all times throughout the term of this Mortgage the following insurance: (i) comprehensive commercial general liability insurance covering all operations of Mortgagor; (ii) "All-Risk" fire and extended coverage hazard insurance (non-reporting Commercial Property Policy with Special Cause of Loss form, a Replacement Cost and Agreed Amount/Stipulated Value Endorsement and a Sinkhole Endorsement, if deemed necessary by Mortgagee) covering the Property in an aggregate amount not less than 100% of the agreed upon full insurable replacement value of the Property, including coverage for loss of rents or business interruption and for windstorm and acts of terrorism; (iii) during the course of any construction, reconstruction, remodeling or repair of any Improvements, builders' all-risk extended coverage insurance (non-reporting Completed Value with Special Cause of Loss form) in amounts based upon the completed replacement value of the Improvements (excluding roads, foundations, parking areas, paths, walkways and like improvements) and endorsed to provide that occupancy by any person shall not void such coverage; (iv) if the Property is required to be insured pursuant to the National Flood Insurance Reform Act of 1994, and the regulations promulgated thereunder, flood insurance in an amount at least equal to the lesser of the agreed upon full insurable replacement value of the Property (less any value attributable to the Real Estate) or the maximum limit of coverage available; (v) insurance which complies with the workers' compensation and employers' liability laws of all states in which Mortgagor shall be required to maintain such insurance; and (vi) such other insurance as Mortgagee may reasonably require, including, without limitation, boiler and machinery insurance, sinkhole insurance, wind storm insurance, and war risk and/or terrorism risk, as applicable.

(b) Each insurance policy required under this Section shall: (i) be written by an insurance company authorized or licensed to do business in the state within which the Property is located having an Alfred M. Best Company, Inc. rating of "A" or higher and a financial size category of not less than XII; (ii) be for terms of at least one year, with premium prepaid; (iii) be subject to the reasonable approval of Mortgagee as to insurance companies, amounts, content, forms of policies and expiration dates; and (iv) name Mortgagee, its successors and assigns: (1) as an additional insured under all liability insurance policies, (2) as the first mortgagee, under a

standard non-contributory mortgagee clause, on all property insurance policies and all loss of rents or loss of business income insurance policies and (3) all policies shall indicate that notices related to such insurance shall be sent to Mortgagee at the address set forth on Page 1 of this Mortgage. Co-insurance is not acceptable to Mortgagee with respect to any insurance policy.

(c) Mortgagor further agrees that each insurance policy: (i) shall provide at least thirty (30) days' prior written notice to Mortgagee prior to any policy reduction or cancellation for any reason; (ii) shall contain an endorsement or agreement by the insurer that any loss shall be payable to Mortgagee in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of such insurance; (iii) shall waive all rights of setoff, counterclaim, deduction or subrogation against Mortgagor; and (iv) shall exclude Mortgagee from the operation of any coinsurance clause.

(d) Mortgagor further agrees that the deductible for windstorm coverage shall not exceed five percent (5%) unless approved in writing by Mortgagee, in its sole and absolute discretion. If the property insurance policy excludes windstorm coverage in the windstorm pool areas, Mortgagor covenants and agrees to obtain the maximum coverage from the Citizens Property Insurance Corporation.

(e) At least thirty (30) days prior to the expiration of any insurance policy, Mortgagor shall furnish evidence satisfactory to Mortgagee that such policy has been renewed or replaced or is no longer required.

(f) Notwithstanding the foregoing, in the event that Mortgagor fails to maintain insurance in accordance with this Section 2.3., and Mortgagee elects to obtain insurance to protect its interests hereunder, Mortgagee may obtain insurance in any amount and of any type Mortgagee deems appropriate to protect Mortgagee's interest only and Mortgagee shall have no duty or obligation to Mortgagor to maintain insurance in any greater amount or of any other type for the benefit of Mortgagor. All insurance premiums incurred or paid by Mortgagee shall be at Mortgagor's sole cost and expense in accordance with Section 1 hereof. Mortgagee's election to obtain insurance shall not be deemed to waive any Event of Default (as hereinafter defined) hereunder.

2.4. **Taxes and Other Charges**. Mortgagor shall promptly pay and discharge all taxes, assessments, water and sewer rents, and other governmental charges imposed upon the Property prior to delinquency, but in no event after interest or penalties commence to accrue thereon or become a lien upon the Property. Notwithstanding the foregoing, Mortgagor shall have the right to contest, at its own expense, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity of such taxes, assessments, water and sewer rents, or other governmental charges, provided that: (a) Mortgagor has established on its books or by deposit of cash with Mortgagee, at the option of Mortgagee, a reserve for the payment thereof in such amount as Mortgagee may require; and (b) such contest operates to prevent collection, stay any proceedings which may be instituted to enforce payment of such item, and prevent a sale of the Property to pay such item. Mortgagor shall promptly provide to Mortgagee, upon request, copies of receipted tax bills, canceled checks or other evidence satisfactory to Mortgagee evidencing that such taxes, assessments, water and sewer rents, and other governmental charges have been timely

paid. Notwithstanding the foregoing, the annual property tax bill shall be paid by Borrower the same month that it is able to be paid (even if this is a discounted early pay period).

2.5. **Escrows**. If required by Mortgagee at any time, or after the occurrence of an Event of Default, Mortgagor shall pay to Mortgagee at the time of each installment of interest or of interest and principal, as the case may be, due under the Note, and commencing with the first payment due after the date of such request, a sum equal to (a) the amount of the next installment of taxes and assessments levied or assessed against the Property, and/or (b) the premiums which will next become due on the insurance policies required by this Mortgage, all in amounts as estimated by Mortgagee, less all sums already paid therefor or deposited with Mortgagee for the payment thereof, divided by the number of payments to become due before one (1) month prior to the date when such taxes and assessments and/or premiums, as applicable, will become due, such sums to be held by Mortgagee to pay the same when due. If such escrow funds are not sufficient to pay such taxes and assessments and/or insurance premiums, as applicable, as the same become due, Mortgagor shall pay to Mortgagee, upon request, such additional amounts as Mortgagee shall estimate to be sufficient to make up any deficiency. No amount paid to Mortgagee hereunder shall be deemed to be trust funds but may be commingled with general funds of Mortgagee and no interest shall be payable thereon. Upon the occurrence of an Event of Default, Mortgagee shall have the right, at its sole discretion, to apply any amounts so held against the Liabilities.

2.6. **Transfer of Title**. Without the prior written consent of Mortgagee in each instance, Mortgagor shall not cause or permit any transfer of the Property or any part thereof, whether voluntarily, involuntarily or by operation of law, nor shall Mortgagor enter into any agreement or transaction to transfer, or accomplish in form or substance a transfer, of the Property. Without the prior written consent of Mortgagee, Mortgagor shall not cause or permit a change in the identity of the party responsible for the day-to-day control of the Property. A **"transfer"** of the Property includes: (a) the direct or indirect sale, transfer or conveyance of the Property or any portion thereof or interest therein; (b) the execution of an installment sale contract or similar instrument affecting all or any portion of the Property; (c) if Mortgagor, or any general partner or member of Mortgagor, is a corporation, partnership, limited liability company or other business entity, the transfer (whether in one transaction or a series of transactions and whether a direct or indirect transfer) of any stock, partnership, limited liability company or other ownership interests in such corporation, partnership, limited liability company or entity; (d) if Mortgagor or any member of Mortgagor is a corporation, the creation or issuance of new stock by which an aggregate of more than 10% of such corporation's stock shall be vested in a party or parties who are not now stockholders; and (e) an agreement by Mortgagor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of or the grant of a security interest in and to any Leases. No consent for a transfer will be required if the Loan and the Liabilities are repaid in full by wire transfer of federal funds simultaneously with such transfer.

2.7. **No Encumbrances**. Mortgagor shall not create or permit to exist any mortgage, pledge, lien, security interest (including, without limitation, a purchase money security interest), encumbrance, attachment, levy, distraint or other judicial process on or against the Property or any part thereof (including, without limitation, fixtures and other personalty), whether superior or

inferior to the lien of this Mortgage, without the prior written consent of Mortgagee. Neither Mortgagor nor its constituents shall obtain any mezzanine or other secondary financing.

2.8. **Removal of Fixtures**. Mortgagor shall not (except in the ordinary course of business) remove or permit to be removed from the Property any fixtures, if any, presently or in the future owned by Mortgagor as the term "fixtures" is defined by the law of the state where the Property is located (unless such fixtures have been replaced with similar fixtures of equal or greater utility and value).

2.9. **Maintenance and Repair; Alterations**. (a) Mortgagor shall (i) abstain from and not permit the commission of waste in or about the Property; (ii) keep the Property, at Mortgagor's own cost and expense, in safe condition; (iii) make or cause to be made, as and when necessary, all repairs and replacements, whether or not insurance proceeds are available therefor; and (iv) not remove, demolish, materially alter, or otherwise dispose of all or any part of the Property without Mortgagee's consent not to be unreasonably withheld, conditioned or delayed. All alterations, replacements, renewals or additions made pursuant hereto shall automatically become a part of the Property and shall be covered by the lien of this Mortgage.

(b) Mortgagee, and any persons authorized by Mortgagee, shall have the right, but not the obligation, to enter upon the Property at any reasonable time to inspect and photograph its condition and state of repair. In the event any such inspection reveals, in the sole discretion of Mortgagee, the necessity for any repair, alteration, replacement, clean-up or maintenance in order to keep the Property and the improvements thereupon safe and free of governmental violations, Mortgagor shall, at the discretion of Mortgagee, either: (i) cause such work to be effected promptly; or (ii) promptly establish an interest bearing reserve fund with Mortgagee in an amount reasonably determined by Mortgagee for the purpose of effecting such work.

2.10. **Compliance with Applicable Laws**. Mortgagor agrees to observe, conform and comply, and to cause its tenants, if any, to observe, conform and comply with all federal, state, county, municipal and other governmental or quasi-governmental laws, rules, regulations, ordinances, codes, requirements, covenants, conditions, orders, licenses, permits, approvals and restrictions, including without limitation, Environmental Laws (as defined below) and the Americans with Disabilities Act of 1990 (collectively, the **"Legal Requirements"**), now or hereafter affecting all or any part of the Property, its occupancy or the business or operations now or hereafter conducted thereon and the personalty contained therein, within such time as required by such Legal Requirements.

2.11. **Damage, Destruction and Condemnation**.

(a) If all or any part of the Property shall be damaged or destroyed, or if title to or the temporary use of the whole or any part of the Property shall be taken or condemned by a competent authority for any public or quasi-public use or purpose, there shall be no abatement or reduction in the amounts payable by Mortgagor under the Loan Documents and Mortgagor shall continue to be obligated to make such payments.

(b) If all or any part of the Property is partially or totally damaged or destroyed, Mortgagor shall give prompt notice thereof to Mortgagee, and Mortgagee may make proof of loss

if not made promptly by Mortgagor. Mortgagor hereby authorizes and directs any affected insurance company to make payment under such insurance, including return of unearned premiums, to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee as Mortgagor's attorney-in-fact to endorse any draft thereof, which appointment, being for security, is coupled with an interest and irrevocable. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise, in consultation with Mortgagor, any claims for loss, damage or destruction to the Property. Mortgagor shall pay all costs of collection of insurance proceeds payable on account of such damage or destruction. Mortgagor shall have no claim against the insurance proceeds, or be entitled to any portion thereof, and all rights to the insurance proceeds are hereby assigned to Mortgagee as security for payment of the Liabilities. Mortgagee shall have the option, in its sole discretion, of paying or applying all or any part of the insurance proceeds to: (i) reduction of the Liabilities; (ii) restoration, replacement or repair of the Property in accordance with Mortgagee's standard construction loan disbursement conditions and requirements; or (iii) Mortgagor.

(c) Promptly upon obtaining knowledge of the institution of any proceeding for the condemnation of all or any part of the Property, Mortgagor shall give notice to Mortgagee. Mortgagor shall, at its sole cost and expense, diligently prosecute any such proceeding and shall consult with Mortgagee, its attorneys and experts, and shall cooperate with it in the defense of any such proceeding. Mortgagee may participate in any such proceeding and Mortgagor shall from time to time deliver to Mortgagee all instruments requested by it to permit such participation. Mortgagor shall not, without Mortgagee's prior written consent, enter into any agreement (i) for the taking or conveyance in lieu thereof of all or any part of the Property, or (ii) to compromise, settle or adjust any such proceeding. All awards and proceeds of condemnation are hereby assigned to Mortgagee, and Mortgagor, upon request by Mortgagee, agrees to make, execute and deliver any additional assignments or documents necessary from time to time to enable Mortgagee to collect the same. Such awards and proceeds shall be paid or applied by Mortgagee, in its sole discretion, to: (i) reduction of the Liabilities; (ii) restoration, replacement or repair of the Property; or (iii) Mortgagor.

(d) Nothing herein shall relieve Mortgagor of its duty to repair, restore, rebuild or replace the Property following damage or destruction or partial condemnation if no or inadequate insurance proceeds or condemnation awards are available to defray the cost of repair, restoration, rebuilding or replacement.

2.12. **Required Notices**. Mortgagor shall notify Mortgagee within three (3) business days of: (a) receipt of any notice from any governmental or quasi-governmental authority relating to the structure, use or occupancy of the Property or alleging a violation of any Legal Requirement; (b) a substantial change in the occupancy or use of all or any part of the Property; (c) receipt of any notice from the holder of any lien or security interest in all or any part of the Property; (d) commencement of any litigation affecting or potentially affecting the financial ability of Mortgagor or the value of the Property; (e) a pending or threatened condemnation of all or any part of the Property; (f) a fire or other casualty causing damage to all or any part of the Property; (g) receipt of any notice with regard to any Release of Hazardous Substances (as such terms are defined below) or any other environmental matter affecting the Property or Mortgagor's interest therein; (h) receipt of any request for information, demand letter or notification of potential liability

from any entity relating to potential responsibility for investigation or clean-up of Hazardous Substances on the Property or at any other site owned or operated by Mortgagor; (i) receipt of any notice from any tenant at the Property alleging a default, failure to perform or any right to terminate its lease or to set-off rents; or (j) receipt of any notice of the imposition of, or of threatened or actual execution on, any lien on or security interest in all or any part of the Property.

2.13. **Books and Records; Inspection**. Mortgagor shall keep and maintain (a) complete and accurate books and records, in accordance with generally accepted accounting principles consistently applied, reflecting all items of income and expense in connection with the operation of the Property, and (b) copies of all written contracts, leases and other agreements affecting the Property. Mortgagee or its designated representatives shall, upon reasonable prior written notice to Mortgagor, have (a) the right of entry and free access to the Property during business hours (which may be without notice in any case of emergency) to inspect the Property, and (b) the right to examine and audit all books, contracts and records of Mortgagor relating to the Property.

2.14. **Right to Reappraise**. Mortgagee shall have the right to conduct or have conducted by an independent appraiser acceptable to Mortgagee updated appraisals of the Property in form and substance satisfactory to Mortgagee at the sole cost and expense of Mortgagor, except that Mortgagor shall not be required to pay the cost of an appraisal more frequently than once every calendar year unless (x) an Event of Default exists, or (y) the appraisal was required by a governmental or other regulatory agency.

3. SECURITY AGREEMENT. This Mortgage constitutes a security agreement under the Code and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants to Mortgagee a security interest in all of Mortgagor's right, title and interest in the personal and other property (other than real property) included in the Property, and all replacements of, substitutions for, and additions to, such property, and the proceeds thereof. Mortgagor shall, at Mortgagor's own expense, execute, deliver, file and refile any financing or continuation statements or other security agreements Mortgagee may require from time to time to perfect, confirm or maintain the lien of this Mortgage with respect to such property. A photocopy of an executed financing statement shall be effective as an original. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file such instruments for or on behalf of Mortgagor at Mortgagor's expense, which appointment, being for security, is coupled with an interest and shall be irrevocable.

4. ASSIGNMENT OF LEASES.

4.1. Mortgagor hereby absolutely, presently and unconditionally conveys, transfers and assigns to Mortgagee all of Mortgagor's right, title and interest, now existing or hereafter arising, in and to the Leases and Rents. Notwithstanding that this assignment is effective immediately, so long as no Event of Default exists, Mortgagor shall have the privilege under a revocable license granted hereby to operate and manage the Property and to collect, as they become due, but not prior to accrual, the Rents. Mortgagor shall receive and hold such Rents in trust as a fund to be applied, and Mortgagor hereby covenants and agrees that such Rents shall be so applied, first to the operation, maintenance and repair of the Property and the payment of interest, principal and other sums becoming due under the Liabilities, before retaining and/or disbursing any part of the

Rents for any other purpose. The license herein granted to Mortgagor shall automatically, without notice or any other action by Mortgagee, terminate upon the occurrence of an Event of Default, and all Rents subsequently collected or received by Mortgagor shall be held in trust by Mortgagor for the sole and exclusive benefit of Mortgagee. Nothing contained in this Section 4.1, and no collection by Mortgagee of Rents, shall be construed as imposing on Mortgagee any of the obligations of the lessor under the Leases.

4.2. Mortgagor and Mortgagee have executed an Assignment of Leases and Rents which shall govern the terms of the assignment of leases.

4.3. Intentionally deleted.

5. DECLARATION OF NO OFFSET. Mortgagor represents to Mortgagee that Mortgagor has no knowledge of any offsets, counterclaims or defenses to the Liabilities either at law or in equity. Mortgagor shall, within seven (7) days upon request by Mortgagee, furnish to Mortgagee or Mortgagee's designee a written statement in form satisfactory to Mortgagee stating the amount due under the Liabilities and whether there are offsets or defenses against the same, and if so, the nature and extent thereof.

6. ENVIRONMENTAL MATTERS.

6.1. **Definitions**. As used herein, **"Environmental Laws"** shall mean all existing or future federal, state and local statutes, ordinances, regulations, rules, executive orders, standards and requirements, including the requirements imposed by common law, concerning or relating to industrial hygiene and the protection of health and the environment including but not limited to: (a) those relating to the generation, manufacture, storage, transportation, disposal, release, emission or discharge of Hazardous Substances (as hereinafter defined); (b) those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property; and (c) those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property. Any terms mentioned herein which are defined in any Environmental Law shall have the meanings ascribed to such terms in said laws; provided, however, that if any of such laws are amended so as to broaden any term defined therein, such broader meaning shall apply subsequent to the effective date of such amendment.

6.2. **Representations, Warranties and Covenants**. Mortgagor represents, warrants, covenants and agrees as follows:

(a) Mortgagor is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority pertaining to any Environmental Law. Mortgagor shall not cause or permit the Property to be in violation of, or do anything which would subject the Property to any remedial obligations under, any Environmental Law, and shall promptly notify Mortgagee in writing of any existing, pending or threatened investigation or inquiry by any governmental authority in connection with any Environmental Law. In addition, Mortgagor shall provide Mortgagee with copies of any and all material written communications

with any governmental authority in connection with any Environmental Law, concurrently with Mortgagor's giving or receiving of same.

(b) Mortgagor has taken all steps reasonably (including without limitation, reviewing existing environmental reports and/or ordering new environmental reports) necessary to determine and has determined that there has been no release, spill, discharge, leak, disposal or emission (individually a **"Release"** and collectively, **"Releases"**) of any hazardous material, hazardous substance or hazardous waste, including gasoline, petroleum products, explosives, toxic substances, solid wastes and radioactive materials (collectively, **"Hazardous Substances"**) at, upon, under or within the Property. The use which Mortgagor or any other occupant of the Property makes or intends to make of the Property will not result in Release of any Hazardous Substances on or to the Property. During the term of this Mortgage, Mortgagor shall take all steps necessary to determine whether there has been a Release of any Hazardous Substances on or to the Property and if Mortgagor finds a Release has occurred, Mortgagor shall remove or remediate the same promptly upon discovery at its sole cost and expense.

(c) The Property, to Borrower's actual knowledge, has never been used by the present or previous owners and/or operators, nor will be used in the future to refine, produce, store, handle, transfer, process, transport, generate, manufacture, heat, treat, recycle or dispose of Hazardous Substances.

(d) To Borrower's actual knowledge, the Property: (i) is being and has been operated in compliance with all Environmental Laws, and all permits required thereunder have been obtained and complied with in all respects; and (ii) does not have any Hazardous Substances present excepting small quantities of petroleum and chemical products, in proper storage containers, that are necessary for the construction or operation of the commercial business of Mortgagor and its tenants, and the usual waste products therefrom (**"Permitted Substances"**).

(e) Mortgagor will and will cause its tenants, if any, to operate the Property in compliance with all Environmental Laws and, other than Permitted Substances, will not place or permit to be placed any Hazardous Substances on the Property.

(f) To Borrower's actual knowledge, no lien has been attached to or threatened to be imposed upon the Property, and there is no basis for the imposition of any such lien based on any governmental action under Environmental Laws. Neither Mortgagor nor any other person is or will be involved in operations at the Property which could lead to the imposition of environmental liability on Mortgagor, or on any subsequent or former owner of the Property, or the creation of an environmental lien on the Property. In the event that any such lien is filed, Mortgagor shall, within sixty (60) days from the date that the Mortgagor is given notice of such lien (or within such shorter period of time as is appropriate in the event that steps have commenced to have the Property sold), either: (i) pay the claim and remove the lien from the Property; or (ii) furnish a cash deposit, bond or other security satisfactory in form and substance to Mortgagee in an amount sufficient to discharge the claim out of which the lien arises.

6.3. **Right to Inspect and Cure**. Mortgagee shall have the right to conduct or have conducted by its agents or contractors such environmental inspections, audits and tests as

Mortgagee shall deem necessary or advisable from time to time at the sole cost and expense of Mortgagor. The cost of such inspections, audits and tests shall be added to the Liabilities and shall be secured by this Mortgage. Mortgagor shall, and shall cause each tenant of the Property to, cooperate with such inspection efforts; such cooperation shall include, without limitation, supplying all information requested concerning the operations conducted and Hazardous Substances located at the Property. In the event that Mortgagor fails to comply with any Environmental Law, Mortgagee may, in addition to any of its other remedies under this Mortgage, cause the Property to be in compliance with such laws and the cost of such compliance shall be added to the sums secured by this Mortgage in accordance with the provisions of Section 1 hereof.

6.4 **Environmental Indemnification**. (a) Mortgagor agrees, jointly and severally, to unconditionally and absolutely indemnify and hold Mortgagee, its officers, directors, employees, agents and attorneys harmless from and against any loss, cost, liability, damage, claim or expense, including reasonable attorneys' fees, suffered or incurred by Mortgagee in connection with the Property at any time, whether before, during or after enforcement of Mortgagee's rights and remedies upon default under the Loan Documents, under or on account of, or as a result of (i) any violation of applicable Environmental Laws, (ii) any presence, release, or threat of release of Hazardous Substances at, upon, under or within the Property, (iii) the presence of asbestos or asbestos-containing materials, PCB's, radon gas, urea formaldehyde foam insulation or lead (whether in paint, water, soil, or plaster) at the Property, (iv) any breach of the representations and warranties made in this Section 6, or (v) the failure of Mortgagor to duly perform the obligations or actions set forth in this Section 6 with respect to: (A) the imposition by any governmental authority of any lien upon the Property, (B) clean-up costs, (C) liability for personal injury or property damage or damage to the environment, (D) any diminution in the value of the Property and (E) fines, penalties and punitive damages.

(b) Mortgagor further agrees that Mortgagee shall not assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of wastes or materials on or relating to the Property as a result of any conveyance of title to the Property to the Mortgagee or otherwise or as a result of any inspections or any other actions made or taken by Mortgagee on the Property unless caused by the negligent or intentional acts of Mortgagee or anyone acting by or through Mortgagee, and (ii) Mortgagor agrees to remain fully liable and shall indemnify and hold harmless Mortgagee from any costs, expenses, clean-up costs, waste disposal costs, litigation costs, fines and penalties, including without limitation any costs, expenses, penalties and fines within the meaning of any applicable Environmental Laws.

(c) Mortgagor shall assume the burden and expense of defending Mortgagee, with counsel selected by Mortgagor and reasonably satisfactory to Mortgagee, against all legal and administrative proceedings arising out of the occurrences to which this Section 6 applies. Mortgagee shall have the right, but not the obligation, to participate in the defense of any such proceedings; provided, however, that the costs thereof shall be borne by Mortgagee if Mortgagee engages separate counsel unless Mortgagee reasonably believes counsel selected by Mortgagor is not conducting an adequate defense and new counsel selected by Mortgagor and reasonably approved by Mortgagee is not provided within ten (10) days following written notice from Mortgagee, in which event the cost of Mortgagee's separate counsel shall be borne by Mortgagor. Mortgagor may compromise or settle any such proceedings without the consent of Mortgagee only if the claimant agrees as part of the compromise or settlement that Mortgagee shall have no

responsibility or liability for the payment or discharge of any amount agreed upon or obligation to take any other action.

(d) Mortgagor shall pay when due any judgments against Mortgagee which have been indemnified under this Section 6 and which are rendered by a final order or decree of a court of competent jurisdiction from which no further appeal may be taken or has been taken within the applicable appeal period. In the event that such payment is not made, Mortgagee, in its sole discretion, may pay any such judgments on five (5) Business Days prior written notice to Mortgagor, in whole or in part, and look to Mortgagor for reimbursement pursuant to this Section 6, or may proceed to file suit against Mortgagor to compel such payment.

(e) Mortgagor and Mortgagee have executed a separate Environmental Indemnity Agreement. If there is a conflict between the terms and provisions thereof and hereof, the terms and provisions thereof shall control.

7. EVENTS OF DEFAULT. Each of the following shall constitute a default (each, an **"Event of Default"**) hereunder:

7.1. Non-payment when due of any sum required to be paid to Mortgagee under any of the Loan Documents, including without limitation, principal and interest after expiration of any applicable grace, notice or cure period expressly provided in the Loan Documents;

7.2 A breach of any covenant contained in Sections 2.3., 2.4., 2.6. or 2.7. hereof;

7.3. A breach by Mortgagor of any other term, covenant, condition, obligation or agreement under this Mortgage, and the continuance of such breach for a period of fifteen (15) days after written notice thereof shall have been given to Mortgagor, provided that if any non-monetary breach cannot reasonably be cured within such fifteen (15) day period and Borrower shall have commenced to cure same within such fifteen (15) day period and thereafter diligently and expeditiously proceeds to cure same, such fifteen (15) day period shall be extended for so long as it shall require Borrower in the exercise of due diligence to cure same, it being agreed that no such extension shall be for a period in excess of sixty (60) days;

7.4. An Event of Default under the Note or any of the other Loan Documents;

7.5. Any representation or warranty made by Mortgagor or any guarantor in any Loan Document or to induce Mortgagee to enter into the transactions contemplated hereunder shall prove to be false, incorrect or misleading in any material respect as of the date when made;

7.6. The filing by or against Mortgagor or any guarantor of a petition seeking relief, or the granting of relief, under the Federal Bankruptcy Code or any similar federal or state statute; any assignment for the benefit of creditors made by Mortgagor or any guarantor, unless with respect to any involuntary proceeding, it is dismissed within sixty (60) days after the filing thereof; the appointment of a custodian, receiver, liquidator or trustee for Mortgagor or any guarantor or for any of the property of Mortgagor or any such guarantor, or any action by Mortgagor or any guarantor to effect any of the foregoing; or if Mortgagor or any guarantor becomes insolvent (however defined) or is not paying its debts generally as they become due;

7.7. The death, dissolution, liquidation, merger, consolidation or reorganization of Mortgagor or any guarantor, or the institution of any proceeding to effect any of the foregoing;

7.8. A default under any other obligation by Mortgagor (or any affiliate of Mortgagor) or any guarantor (or affiliate of any such guarantor) in favor of Mortgagee, whether or not such obligation is secured by the Property;

7.9. The filing, entry or issuance of any judgment, execution, garnishment, attachment, distraint or lien against Mortgagor or any guarantor or their property, unless such judgment, execution, garnishment, attachment, distraint or lien is discharged by Mortgagor within thirty (30) days after its filing, entry or issuance; or

7.10. A default under any other obligation secured by the Property or any part thereof.

8. REMEDIES. If an Event of Default shall have occurred, Mortgagee may take any of the following actions:

8.1. **Acceleration**. Mortgagee may declare the entire amount of the Liabilities immediately due and payable, without presentment, demand, notice of any kind, protest or notice of protest, all of which are expressly waived, notwithstanding anything to the contrary contained in any of the Loan Documents. Mortgagee may charge and collect interest from the date of default on the unpaid balance of the Liabilities, at the Default Rate set forth in the Note.

8.2. **Possession**. Mortgagee may enter upon and take possession of the Property, with or without legal action, lease the Property, collect therefrom all rentals and, after deducting all costs of collection and administration expense, apply the net rentals to any one or more of the following items in such manner and in such order of priority as Mortgagee, in Mortgagee's sole discretion, may elect: the payment of any sums due under any prior lien, taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, to the maintenance, repair or restoration of the Property, or on account of the Liabilities. Mortgagee is given full authority to do any act which Mortgagor could do in connection with the management and operation of the Property. This covenant is effective either with or without any action brought to foreclose this Mortgage and without applying for a receiver of such rents. In addition to the foregoing, upon the occurrence of an Event of Default, Mortgagor shall pay monthly in advance to Mortgagee or to any receiver appointed to collect said rents the fair and reasonable rental value for Mortgagor's use and occupation of the Property, and upon default in any such payment Mortgagor shall vacate and surrender the possession of the Property to Mortgagee or to such receiver. If Mortgagor does not vacate and surrender the Property then Mortgagor may be evicted by summary proceedings.

8.3. **Foreclosure**. Mortgagee may institute any one or more actions of mortgage foreclosure against all or any part of the Property, or take such other action at law, equity or by contract for the enforcement of this Mortgage and realization on the security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Liabilities. The unpaid balance of any judgment shall bear interest

at the greater of (a) the statutory rate provided for judgments, or (b) the Default Rate. Without limiting the foregoing, Mortgagee may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Liabilities which are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable. In case of any sale of the Property by judicial proceedings, the Property may be sold in one parcel or in such parcels, manner or order as Mortgagee in its sole discretion may elect. Mortgagor, for itself and anyone claiming by, through or under it, hereby agrees that Mortgagee shall in no manner, in law or in equity, be limited, except as herein provided, in the exercise of its rights in the Property or in any other security hereunder or otherwise appertaining to the Liabilities or any other obligation secured by this Mortgage, whether by any statute, rule or precedent which may otherwise require said security to be marshalled in any manner and Mortgagor, for itself and others as aforesaid, hereby expressly waives and releases any right to or benefit thereof. The failure to make any tenant a defendant to a foreclosure proceeding shall not be asserted by Mortgagor as a defense in any proceeding instituted by Mortgagee to collect the Liabilities or any deficiency remaining unpaid after the foreclosure sale of the Property.

8.4. **Appointment of Receiver**. Mortgagee may petition a court of competent jurisdiction to appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, without regard to the then value of the Property or whether the Property shall be then occupied as a homestead or not, and without regard to whether Mortgagor has committed waste or allowed deterioration of the Property, and Mortgagee or any agent of Mortgagee may be appointed as such receiver. Mortgagor hereby agrees that Mortgagee has a special interest in the Property and absent the appointment of such receiver the Property shall suffer waste and deterioration and Mortgagor further agrees that it shall not contest the appointment of a receiver and hereby so stipulates to such appointment pursuant to this paragraph. Such receiver shall have the power to perform all of the acts permitted Mortgagee pursuant to Section 8.2 above and such other powers which may be necessary or customary in such cases for the protection, possession, control, management and operation of the Property during such period.

8.5. **Rights as a Secured Party**. Mortgagee shall have, in addition to other rights and remedies available at law or in equity, the rights and remedies of a secured party under the Code. Mortgagee may elect to foreclose such of the Property as then comprise fixtures pursuant either to the law applicable to foreclosure of an interest in real estate or to that applicable to personal property under the Code. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

8.6. **Excess Monies**. Mortgagee may apply on account of the Liabilities any unexpended monies still retained by Mortgagee that were paid by Mortgagor to Mortgagee: (a) for the payment of, or as security for the payment of taxes, assessments or other governmental charges, insurance premiums, or any other charges; or (b) to secure the performance of some act by Mortgagor.

8.7. **Other Remedies**. Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether or not any other Liabilities shall be due,

and without prejudice to the right of Mortgagee thereafter to bring an action of mortgage foreclosure, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced. In addition, Mortgagee shall have the right to set-off all or any part of any amount due by Mortgagor to Mortgagee under any of the Liabilities, against any indebtedness, liabilities or obligations owing by Mortgagee in any capacity to Mortgagor, including any obligation to disburse to Mortgagor any funds or other property on deposit with or otherwise in the possession, control or custody of Mortgagee.

9. MISCELLANEOUS.

9.1. **Notices**. All notices and communications under this Mortgage shall be in writing and shall be given by either (a) hand-delivery, (b) first class mail (postage prepaid), (c) reliable overnight commercial courier (charges prepaid), to the addresses listed in this Mortgage, or (d) by electronic mail. Notice shall be deemed to have been given and received: (a) if by hand delivery, upon delivery; (b) if by mail, three (3) calendar days after the date first deposited in the United States mail; (c) if by overnight courier, on the date scheduled for delivery; and if by email, then when sent. A party may change its address by giving written notice to the other party as specified herein. A party may change its address by giving written notice to the other party as specified herein. All notices to Borrower shall be copied to The Bernstein Law Firm, 3050 Biscayne Boulevard, Suite 403, Miami, Florida 33137, Attn: Michael I. Bernstein via: (i) electronic mail to michael@blfmiami.com. Any notice sent to Mortgagee, if sent by other than electronic mail, shall also be sent by electronic mail to Mortgagee at viktor.goldenberg@gmail.com with copy to steven@reismanlawgroup.com.

9.2. **Remedies Cumulative**. The rights and remedies of Mortgagee as provided in this Mortgage or in any other Loan Document shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Mortgagee at law or in equity. The failure, at any one or more times, of Mortgagee to assert the right to declare the Liabilities due, grant any extension of time for payment of the Liabilities, take other or additional security for the payment thereof, release any security, change any of the terms of the Loan Documents, or waive or fail to exercise any right or remedy under any Loan Document shall not in any way affect this Mortgage or the rights of Mortgagee.

9.3. **No Implied Waiver**. Mortgagee shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Mortgagee, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event.

9.4. **Partial Invalidity**. The invalidity or unenforceability of any one or more provisions of this Mortgage shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

9.5. **Binding Effect**. The covenants, conditions, waivers, releases and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; provided, however, that this Mortgage cannot be assigned by Mortgagor without the prior written consent of Mortgagee, and any such assignment or attempted assignment by Mortgagor shall be void and of no effect with respect to Mortgagee.

9.6. **Modifications**. This Mortgage may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9.7. **Commercial Loan**. Mortgagor represents and warrants that the loans or other financial accommodations included as Liabilities secured by this Mortgage were obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer or household purposes.

9.8. **Governing Law**. This Mortgage shall be governed by and construed in accordance with the substantive laws of the State of Florida without reference to conflict of laws principles.

9.8.1. **CONSENT TO JURISDICTION**. WITH RESPECT TO ANY LEGAL OR EQUITABLE SUIT, ACTION, CLAIM OR PROCEEDING ARISING HEREUNDER OR UNDER THE OTHER LOAN DOCUMENTS, MORTGAGOR (I) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT LOCATED IN BROWARD COUNTY, FLORIDA, OR THE CIRCUIT COURT OF THE STATE OF FLORIDA LOCATED IN BROWARD COUNTY, FLORIDA, (II) AGREES THAT ALL SUCH SUITS, ACTIONS, CLAIMS OR PROCEEDINGS MAY BE HEARD AND DETERMINED IN SUCH COURTS AND (III) IRREVOCABLY WAIVES ANY (A) OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT BROUGHT IN ANY SUCH STATE OR FEDERAL COURT AND (B) ANY CLAIM THAT ANY SUCH SUIT, ACTION, CLAIM OR PROCEEDING BROUGHT IN ANY SUCH STATE OR FEDERAL COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9.9. **Joint and Several Liability**. If Mortgagor consists of more than one person or entity, the word "Mortgagor" shall mean each of them and their liability shall be joint and several.

9.10. **Non-Merger**. In the event Mortgagee shall acquire title to the Property by conveyance from Mortgagor or as a result of foreclosure, this Mortgage shall not merge in the fee estate of the Property but shall remain and continue as an existing and enforceable lien for the Liabilities secured hereby until the same shall be released of record by Mortgagee in writing.

9.11. **Jury Trial Waiver**. The Mortgagor hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Mortgage or the Note.

9.12. **Time is of the Essence**. Mortgagor agrees that, with respect to each and every obligation and covenant contained in this Mortgage and the other Loan Documents, time is of the essence.

9.13. **Acknowledgment of Receipt**. Mortgagor acknowledges receipt of a copy of this Mortgage, the Note and the other Loan Documents.

[Remainder of page intentionally left blank; signature page to follow.]

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS $3,500,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE (LENDER) UNDER THE TERMS OF THIS SECURITY INSTRUMENT.

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound, has duly executed and delivered this Mortgage and Security Agreement as of the day and year first above written.

WITNESS:

Print Name: K Lamadrid

Print Name: Milton Cenvorgi

MORTGAGOR:

ASTRID 7 LLC,
a Florida limited liability company

By:
Name: Marc Eisenmann
Title: Manager

COUNTY OF MIAMI-DADE)
) ss:
STATE OF FLORIDA)

The foregoing instrument was acknowledged before me this 26 day of October, 2022, by means of physical presence by Marc Eisenmann, as Manager of Astrid 7 LLC, a Florida limited liability company, on behalf of the limited liability company, and [___] who is personally known to me or has produced FL DL as Identification.

Notary Public State of Florida
Michael I Bernstein
My Commission HH 121921
Expires 04/25/2025

Notary Public

Schedule A

Lots 18, 19 and 20, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

Lots 9 and 10, Block 10, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

Prepared by and after
recording return to:

Steven M. Reisman, Esq.
Reisman Law Group, P.A.
1379 Harbor View East
Hollywood, FL 33019
Ph: 786-286-1160

ASSIGNMENT OF LEASES AND RENTS

ASSIGNMENT OF LEASES AND RENTS dated November 14, 2022 (together with any amendments or modifications hereto in effect from time to time, the **"Assignment"**), from **ASTRID 7 LLC**, a Florida limited liability company, having an address of 3350 SW 57 Place, Fort Lauderdale, FL 33312 (**"Assignor"**) in favor of **VG INVEST ZION 613 LLC**, a Florida limited liability company, having an office of 50 W. Mashta Drive, Suite 6, Key Biscayne, FL 33149 (**"Assignee"**).

1. GRANT OF ASSIGNMENT. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby absolutely and presently conveys, transfers and assigns to Assignee, all of the right, title, and interest of Assignor now existing or hereafter arising in and to:

1.1. All leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the property described on **Schedule "A"** attached hereto (the **"Property"**), together with any extensions, renewals, amendments, modifications or replacements thereof, and any options, rights of first refusal or guarantees of any tenant's obligations under any lease now or hereafter in effect (individually, a **"Lease"** and collectively, the **"Leases"**);

1.2. All rents, income, receipts, revenues, reserves, termination fees, issues and profits arising under any Lease, including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (together with the items described in sections 1.3., 1.4. and 1.5. below, the **"Rents"**);

1.3. All awards and payments of any kind derived from or relating to any Lease including, without limitation: (i) claims for the recovery of damages to the Property by proceeds of any policy of insurance or otherwise, or for the abatement of any nuisance existing thereon; (ii) claims for damages resulting from acts of insolvency or bankruptcy or otherwise; (iii) lump sum payments for the cancellation or termination of any Lease, the waiver of any term thereof, or the exercise of any right of first refusal or option to purchase; and (iv) the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded;

1.4. The proceeds of any rental or loss of rents insurance now or hereafter carried by Assignor on the Property; and

1.5. All security deposits and escrow accounts made by any tenant or subtenant under any Lease.

2. ABSOLUTE ASSIGNMENT; LICENSE TO COLLECT.

2.1. This Assignment is intended to be and shall constitute an unconditional, absolute and present assignment from Assignor to Assignee of all of Assignor's right, title and interest in and to the Leases and Rents (subject to Section 6 hereof), and not an assignment in the nature of a pledge of such Leases and Rents or the mere grant of a security interest therein.

2.2. Notwithstanding that this Assignment is effective immediately, so long as no Event of Default (as defined below) exists that continues after expiration of any applicable cure, grace or notice period or as otherwise provided in the Mortgage, Assignor shall have the privilege under a revocable license granted hereby to operate and manage the Property and to collect, as they become due, but not prior to accrual, the Rents. Assignor shall receive and hold such Rents, as well as the privilege and license to receive such Rents, in trust as a fund to be applied, and Assignor hereby covenants and agrees that such Rents shall be so applied, first to the operation, maintenance and repair of the Property and the payment of interest, principal and other sums becoming due under the Liabilities, before retaining and/or disbursing any part of the Rents for any other purpose.

3. CERTAIN DEFINED TERMS. As used in this Assignment:

3.1. **"Note"** means that certain Promissory Note of even date herewith from Assignor to Assignee in the stated principal amount of Thee Million Five Hundred Thousand and No/100 Dollars ($3,500,000.00).

3.2. **"Mortgage"** means that certain Mortgage and Security Agreement of even date herewith from Assignor to Assignee encumbering the Property and securing the Note.

3.3. **"Loan Documents"** shall have the meaning set forth in the Note. The terms of the Loan Documents are hereby made a part of this Assignment to the same extent and with the same effect as if fully set forth herein.

3.4. **"Liabilities"** means, collectively: (i) the repayment of all sums due under the Note (and all extensions, renewals, replacements and amendments thereof) and the other Loan Documents; (ii) the performance of all terms, conditions and covenants set forth in the Loan Documents; (iii) intentionally omitted; (iv) the repayment of all reimbursement obligations due or that may become due under or in connection with any present or future letters of credit issued by Assignee for the account of Assignor; and (v) all other obligations or indebtedness of Assignor to Assignee whenever borrowed or incurred, including without limitation, principal, interest, fees, late charges and expenses, including attorneys' fees.

3.5. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Documents.

4. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants to Assignee the Property is currently vacant and there are no Leases and no payment of Rents.

5. COVENANTS.

5.1. Assignor covenants and agrees that Assignor will perform all of its obligations, as landlord, under the Leases (if any) and will enforce the performance by tenants of all of their respective obligations under the Leases, and will not do or permit to be done anything to impair the enforceability thereof. Assignor covenants and agrees that Assignor will not, without the prior written consent of Assignee in each instance which will not be unreasonably withheld, conditioned or delayed: (a) enter into any lease at the Property; (b) amend or modify, or consent any assignment of or subletting under, any Lease at the Property; (c) terminate or accept a surrender of any Lease; or (d) collect or accept rent from any tenant of the Property for a period of more than one month in advance. Any of the foregoing acts, if done without the prior written consent of Assignee in each instance, shall be null and void.

5.2. Assignor covenants and agrees to furnish to Assignee, on request: (i) a complete list, as of the date of such request, of all existing Leases and the Rents payable thereunder, and providing such further detail as Assignee may reasonably request; (ii) executed copies of all existing Leases and any modifications or amendments thereto; and (iii) specific, separate assignments of any future Leases duly executed and acknowledged by Assignee.

6. NO OBLIGATIONS OF ASSIGNEE.

6.1. Notwithstanding any legal presumption to the contrary, Assignee shall not be obligated by reason of its acceptance of this Assignment or of any Rent to perform any obligation of Assignor under any of the Leases, and Assignee shall not, prior to entry upon and actually taking physical possession of the Property, be deemed a mortgagee in possession.

6.2. Neither this Assignment nor collection by Assignee of Rents is intended, nor shall it be construed, to operate to place responsibility upon Assignee for: (i) the control, care, operation, management or repair of the Property; (ii) the performance of any of the terms or conditions of the Leases; (iii) any waste committed on, or any dangerous or defective condition at the Property; or (iv) any negligence in the control, care, operation, management or repair of the Property, resulting in loss or injury or death to any tenant, licensee, employee or other person or loss of or damage to the property of any of the foregoing; it being the intent of the parties that the responsibility and liability for the aforesaid matters shall remain solely with Assignor. Assignee assumes no liability for any security deposited with Assignor by any tenant unless and until such deposits are specifically transferred and delivered to Assignee.

7. EVENTS OF DEFAULT. Each of the following shall constitute a default (each, an **"Event of Default"**) hereunder:

7.1. Any representation or warranty made by Assignor in this Assignment shall prove to be false, incorrect or misleading in any material respect as of the date when made;

7.2. A breach by Assignor of any term, covenant, condition, obligation or agreement under this Assignment and the continuance of such breach for a period of fifteen (15) days after written notice thereof shall have been given to Assignor;

7.3. A default not cured within any applicable cure, grace or notice period by Assignor under any of the Leases; or

7.4. An Event of Default under any of the other Loan Documents.

8. REMEDIES UPON AN EVENT OF DEFAULT. Upon the occurrence of an Event of Default, the license granted to Assignor to collect the Rents shall be automatically and immediately revoked without further notice to or demand upon Assignor, and Assignee shall have the right, without further notice to or demand upon Assignor, and in Assignee's absolute discretion, to exercise any one or more of the following rights and remedies:

8.1. Without regard to the adequacy of any security, and with or without appointment of a receiver, Assignee may enter upon and take possession of the Property; have, hold, manage, lease and operate the same, and collect, in its own name or in the name of Assignor, and receive all Rents accrued but unpaid and in arrears as of the date of such Event of Default, as well as the Rents which thereafter become due and payable; and have full power to make from time to time all alterations, renovations, repairs or replacements to the Property as Assignee may deem proper. Assignee may notify the tenants under the Leases, or any property manager or rental agent under any Contract (as such term is defined in the Mortgage), to pay all Rents directly to Assignee. Assignor shall pay to Assignee on demand any Rents collected by Assignor after the revocation of the license granted to Assignor. Assignor hereby irrevocably authorizes and directs the tenants under the Leases, and any property manager or rental agent under any Contract, upon receipt of written notice from Assignee, to pay all Rents due to Assignee without the necessity of any inquiry to Assignor and without any liability respecting the determination of the actual existence of any Event of Default claimed by Assignee or any claim by Assignor to the contrary. Assignor further agrees that it shall facilitate in all reasonable ways Assignee's collection of the Rents and will, upon Assignee's request, execute and deliver a written notice to each tenant under the Leases, or any property manager or rental agent under any Contract, directing such parties to pay the Rents to Assignee. Assignor shall have no right or claim against any parties to any Lease or Contract who make payment to Assignee after receipt of written notice from Assignee requesting same.

8.2. Assignee may apply such Rents to the payment of: (i) the Liabilities, together with all costs and reasonable attorneys' fees; (ii) all taxes, charges, claims, assessments, water rents or charges, sewer rents or charges and any other liens which may be prior in lien or payment to the Liabilities, and premiums for insurance, with interest on all such items; and (iii) the cost of all alterations, repairs, replacements and expenses incident to taking and retaining possession of the Property and the management and operation thereof; all in such order or priority as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

8.3. Assignee may: (i) endorse as Assignor's attorney-in-fact the name of Assignor or any subsequent owner of the Property on any checks, drafts or other instruments received in payment of the Rents, and deposit the same in bank accounts, which power of attorney is coupled with an interest and shall be irrevocable; (ii) give proper receipts, releases and acquittances to tenants in relation thereto in the name of Assignor; (iii) institute, prosecute, settle or compromise any summary or legal proceedings involving tenants in the name of Assignor for the recovery of the Rents, or for damage to the Property, or for the abatement of any nuisance thereon; and (iv) defend any legal proceedings brought against Assignor arising out of the operation of the Property. Any charges, expenses or fees, including reasonable attorneys' fees and costs, incurred by Assignee in connection with any of the foregoing shall be included in the Liabilities, and shall be due and payable on demand, together with interest at the Default Rate, such interest to be calculated from the date of such advance to the date of repayment thereof.

8.4. Assignee may, at its election, but shall not be obligated to: (i) perform any of Assignor's obligations under the Leases (provided, however, that Assignor shall remain liable for such obligations notwithstanding such election by Assignee); (ii) exercise any of Assignor's rights, powers or privileges under the Leases; (iii) modify, cancel or renew existing Leases or make concessions to the tenants thereto; (iv) execute new Leases for all or any portion of the Property; and (v) take such other action as Assignor may have taken with respect to the Leases.

9. ESTOPPEL CERTIFICATES. Assignor shall, from time to time, without charge and within five (5) business days after requested by Assignee, execute, acknowledge and deliver, and cause each tenant under the Leases, if any, to execute, acknowledge and deliver to Assignee a written statement, in form and substance reasonably satisfactory to Assignee, certifying to certain matters relating to the Leases, including without limitation: (i) the commencement and expiration dates of the Leases and the dates when any rents, charges and other sums commenced to be payable thereunder; (ii) that the Leases are unmodified and in full force and effect (or, if modified, stating the nature of such modifications and that the Leases as so modified are in full force and effect); (iii) the amount of Rents payable under the Leases and the dates to which the Rents and other charges under the Leases have been paid in advance; and (iv) whether there are any uncured defaults by Assignor or such tenant or any setoffs or defenses against enforcement of any terms or conditions under any Lease.

10. ASSIGNEE AS CREDITOR OF TENANTS. Notwithstanding the privilege and license granted by Assignee herein, Assignee, and not Assignor, shall be deemed to be the creditor of each tenant in respect of any assignment for the benefit of creditors, bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such tenant. Assignee shall have the option to have any money received by Assignee as such creditor applied to reduce the Liabilities or paid over to Assignor. Assignee shall have the right to file claims in any such proceedings and to otherwise pursue creditor's rights therein. If Assignor learns that any tenant has become the subject of such a proceeding, Assignor shall give Assignee prompt notice thereof.

11. TERM. Upon repayment in full of the Liabilities and the cancellation or discharge of the Mortgage, this Assignment shall automatically terminate and become null and void. Assignor covenants and agrees that prior to such termination, the affidavit or certificate of any representative of Assignee stating that any of the Liabilities remain unpaid shall be conclusive evidence of the

validity, effectiveness and continuing force of this Assignment, and any person is hereby authorized to rely thereon.

12. OTHER RIGHTS OF ASSIGNEE. Assignee may, without prejudice to any of its rights under this Assignment, take or release security, release any party primarily or secondarily liable for any of the Liabilities, and grant extensions, renewals, modifications or indulgences with respect to the Note, the Mortgage or any other Loan Document.

13. NO WAIVER. The collection of Rents under the Leases, the taking of physical possession of the Property, or any other remedial action taken by Assignee shall not waive any Event of Default or waive, modify or affect any notice of default under the Loan Documents, or invalidate any act done pursuant to such notice, and the enforcement of any right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application of such Rents may have cured or could have resulted in a cure of an Event of Default. If Assignee thereafter elects to discontinue the exercise of any right or remedy, that or any other right or remedy under this Assignment may be reasserted at any time and from time to time following any subsequent Event of Default.

14. MISCELLANEOUS.

14.1. **Notices**. All notices and communications under this Assignment shall be in writing and shall be given by either (a) hand-delivery, (b) first class mail (postage prepaid), or (c) reliable overnight commercial courier (charges prepaid), to the addresses listed in the Mortgage. Notice shall be deemed to have been given and received: (i) if by hand delivery, upon delivery; (ii) if by mail, three (3) calendar days after the date first deposited in the United States mail; and (iii) if by overnight courier, on the date scheduled for delivery. A party may change its address by giving written notice to the other party as specified herein. All notices to Borrower shall be copied to The Bernstein Law Firm, 3050 Biscayne Boulevard, Suite 403, Miami, Florida 33137, Attn: Michael I. Bernstein via: (i) electronic mail to michael@blfmiami.com.

14.2. **Remedies Cumulative**. The rights and remedies of Assignee as provided in this Assignment or in any other Loan Document shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Assignee at law or in equity. The failure, at any one or more times, of Assignee to assert the right to declare the Liabilities due, grant any extension of time for payment of the Liabilities, take additional security for the payment thereof, release any security, change any of the terms of the Loan Documents, or waive or fail to exercise any right or remedy under any Loan Document shall not in any way affect this Assignment or the rights of Assignee.

14.3. **No Implied Waiver**. Assignee shall not be deemed to have waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Assignee, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event.

14.4. **Partial Invalidity**. The invalidity or unenforceability of any one or more provisions of this Assignment shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

14.5. **Binding Effect**. The covenants, conditions, waivers, releases and agreements contained in this Assignment shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; provided, however, that this Assignment cannot be assigned by Assignor without the prior written consent of Assignee in each instance, and any such assignment or attempted assignment by Assignor shall be void and of no effect with respect to Assignee.

14.6. **Modifications**. This Assignment may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

14.10. **Governing Law**. This Assignment shall be governed by and construed in accordance with the substantive laws of the State of Florida without reference to conflict of laws principles.

14.11. **Joint and Several Liability**. If Assignor consists of more than one person or entity, the word "Assignor" shall mean each of them and their liability shall be joint and several.

[SIGNATURES AND ACKNOWLEDGMENTS FOLLOW]

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has duly executed and delivered this Assignment of Leases and Rents as of the day and year first above written.

WITNESS:

Name: Kamara Lamadrid

Name: Milton Cahuasqui

ASSIGNOR:

ASTRID 7 LLC,
a Florida limited liability company

By:
Name: Marc Eisenmann
Title: Manager

COUNTY OF MIAMI-DADE)
ss:
STATE OF FLORIDA)

The foregoing instrument was acknowledged before me this 26 day of October, 2022, by means of physical presence by Marc Eisenmann, as Manager of Astrid 7 LLC, a Florida limited liability company, on behalf of the limited liability company, who [__] is personally known to me or has produced FL DL as Identification.

Notary Public

Notary Public State of Florida
Michael I Bernstein
My Commission HH 121921
Expires 04/25/2025

SCHEDULE A

DESCRIPTION OF PROPERTY

Lots 18, 19 and 20, Block 9, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

Lots 9 and 10, Block 10, HOLLYWOOD BEACH, FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, Public Records of Broward County, Florida, said lands situate and being in Broward County, Florida.

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE – 1" = 100'

A subdivision of a part of section twelve (12) in Township fifty one (51) South, of Range forty two (42) East, described as follows, to wit: Starting from the SW corner of Section Twelve (12); run easterly upon and along southern section line of Section twelve (12) Five hundred Five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Co's Canal, thence run northerly upon and along the East bank of the F.C.L.C. & T. Co's Canal Two thousand seven hundred and Two Tenths (2700.2) feet To a point on the half section line of Section Twelve (12); thence run easterly upon and along half section line of section twelve (12) six hundred twelve and Forty five hundredths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean two thousand six hundred eighty six and twenty five hundredths (2686.25) feet to a point on the South line of Section Twelve (12), thence run westerly upon and along of the South section line of Section twelve seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.L.C.&T. Co's Canal.

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are correct to the best of my knowledge and belief

By Frank C. Christy, Engineer
License No 272

State of Florida
Broward County } SS.

Know all men by these presents that the HomeSeeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section twelve (12), in Township fifty one (51) South, of Range forty two (42) East and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks, shown on said plat

HomeSeeker's Realty Company
By President Joseph W. Young
Attest Secretary Lillian Allen

CORP. SEAL

State of Florida
County of Dade } SS

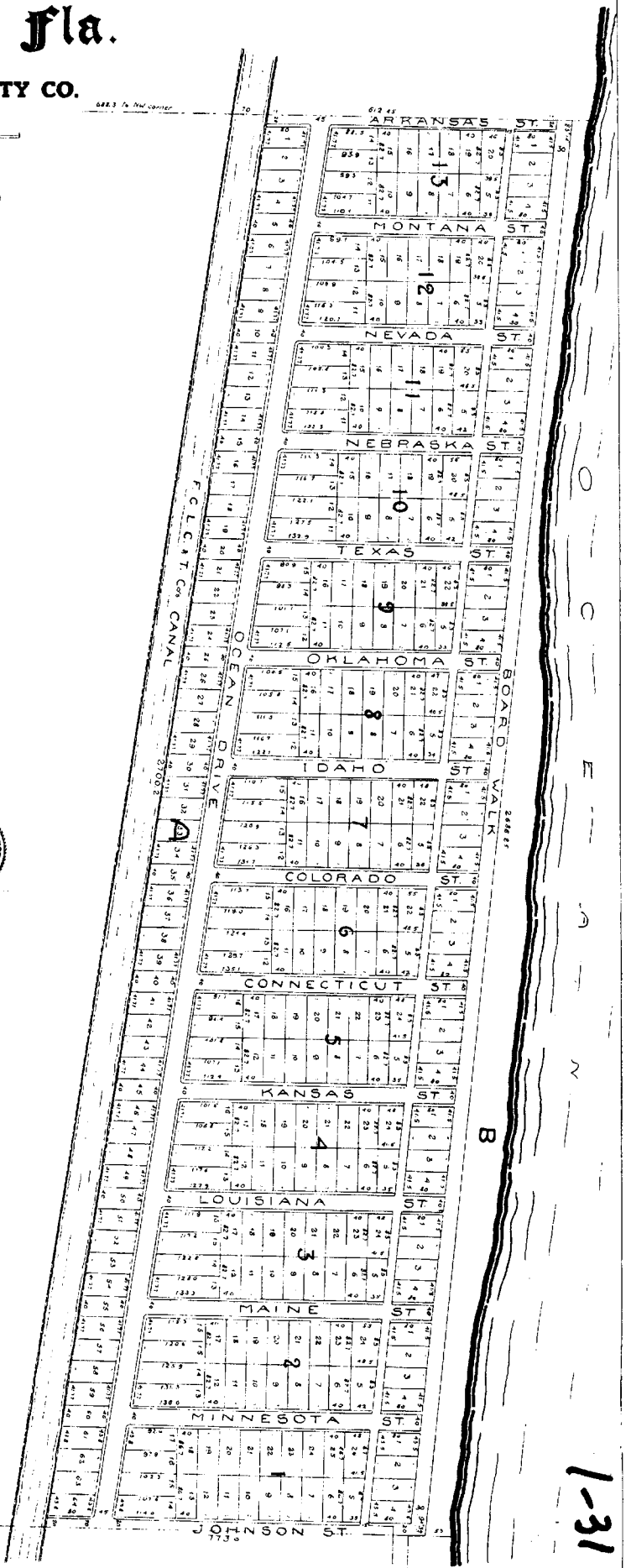
I Mary Marrs a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of HomeSeeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said Homeseeker's Realty Company for the uses and purposes therein set forth

Witness my hand and Notarial Seal at Miami in said County and State this 12th day of February A.D. 1923.
My Commission expires on the 1st day of July 1926
Mary Marrs
Notary Public

N.P. SEAL

CREATED JAN 1, 1975 CONTROL ADMINISTRATOR BROWARD COUNTY, FLORIDA

STATE OF FLORIDA
BROWARD COUNTY } SS:
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as recorded in Plat Book 21 Page 31
IN WITNESS WHEREOF I have hereunto set my official seal in the City of Fort Lauderdale, this 21 day of August 1987
CLAYTON E. GRICE, County Administrator
By Jan Allen D.C.



N
W E
S

19395

1-31

78- 76150

CERTIFICATION
DNC
Petition No. 27-2-71
I certify this to be a true and correct copy of the record in my office.
WITNESS my hand and official seal of the City of Hollywood, Florida, this the 23 day of March, 1978
Betty R. Wright, City 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 10:29

OR 7489 PAGE 390

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

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.

REC 7489 PAGE 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,

REC 7489 PAGE 392

inclusive, and Lots 15 to 18, 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 (S½) 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.

RE 7489 PAGE 303

All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) 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 (NE¼) of the Northeast Quarter (NE¼) 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 NE¼ of the NE¼ 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

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 NE¼ of the NE¼ 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 NE¼ of the NE¼ 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 A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

OFF REC 7489 PAGE 395

(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) <u>From BB-68</u> Business District to B-1A:

All that parcel of land lying in the NE¼ of the NE¼ 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 A1A (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 NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ 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:

Co nence at the Northeast corner of said Section 26; th ce 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 A1A (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

REC 7489 PAGE 336

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) <u>From BB-2</u> 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. A1A), 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 A1A (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 A1A, 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 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ 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. A1A to the East right of way of the Intracoastal 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.

MAYOR

ATTEST:

CITY CLERK

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

REC 7489 PAGE 398

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

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Per County Commission, Legal Division of Planning DEC 9 1986

Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

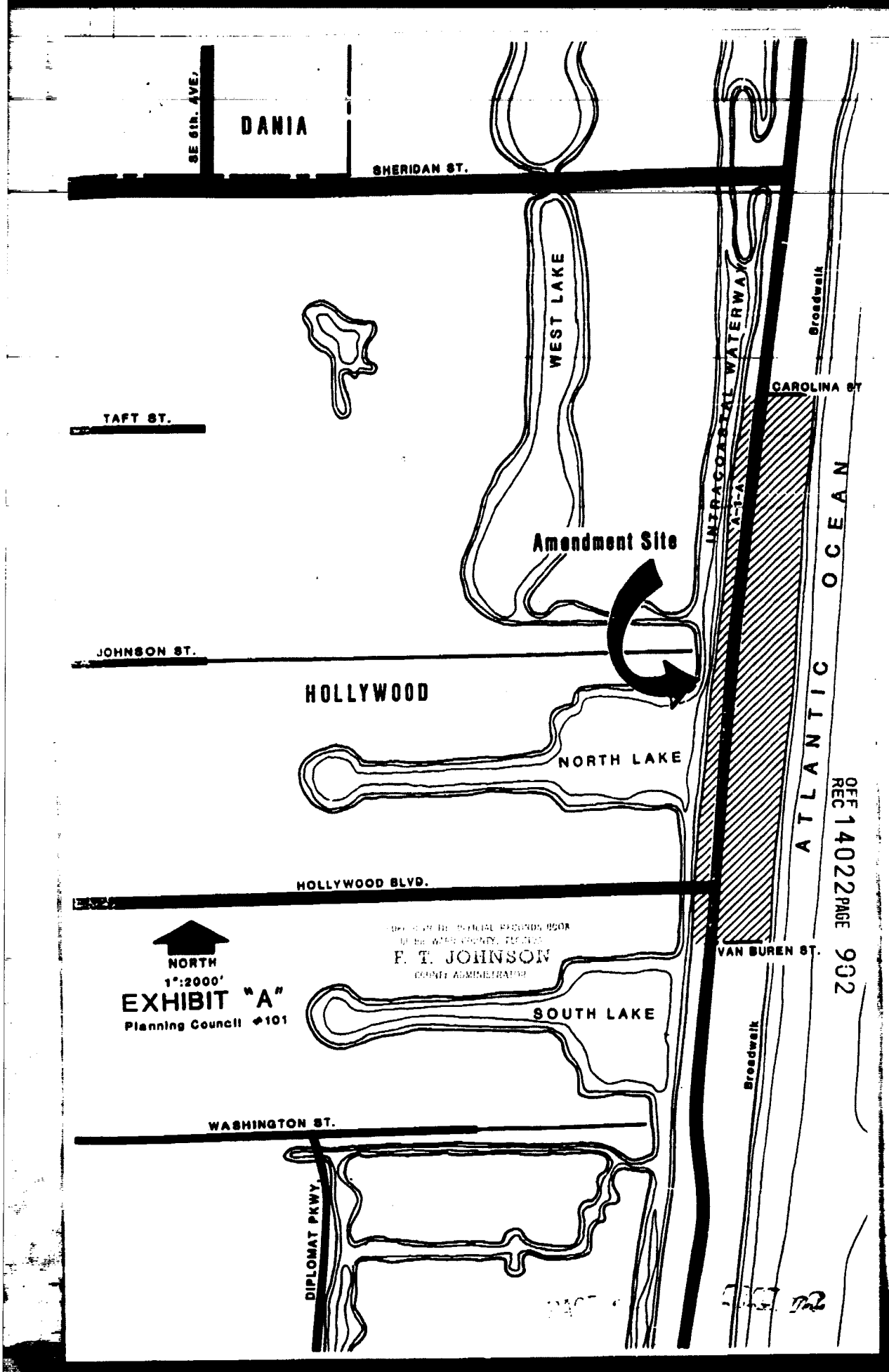
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

F. T. JOHNSON, County Administrator

By [signature] D.C.

RD:ed
CL5-I
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

86497527

87009642

Re Rec.

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14066 PAGE 945

'87 JAN 9 AM 10:10

OFF REC 14022 PAGE 903

DEC 9 1986

Division of Office of Planning

Return to Mailroom

1300 AM

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-90 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 9th day of January A.D., 1987
F. T. JOHNSON, County Administrator
By: Phyllis Hertzog D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

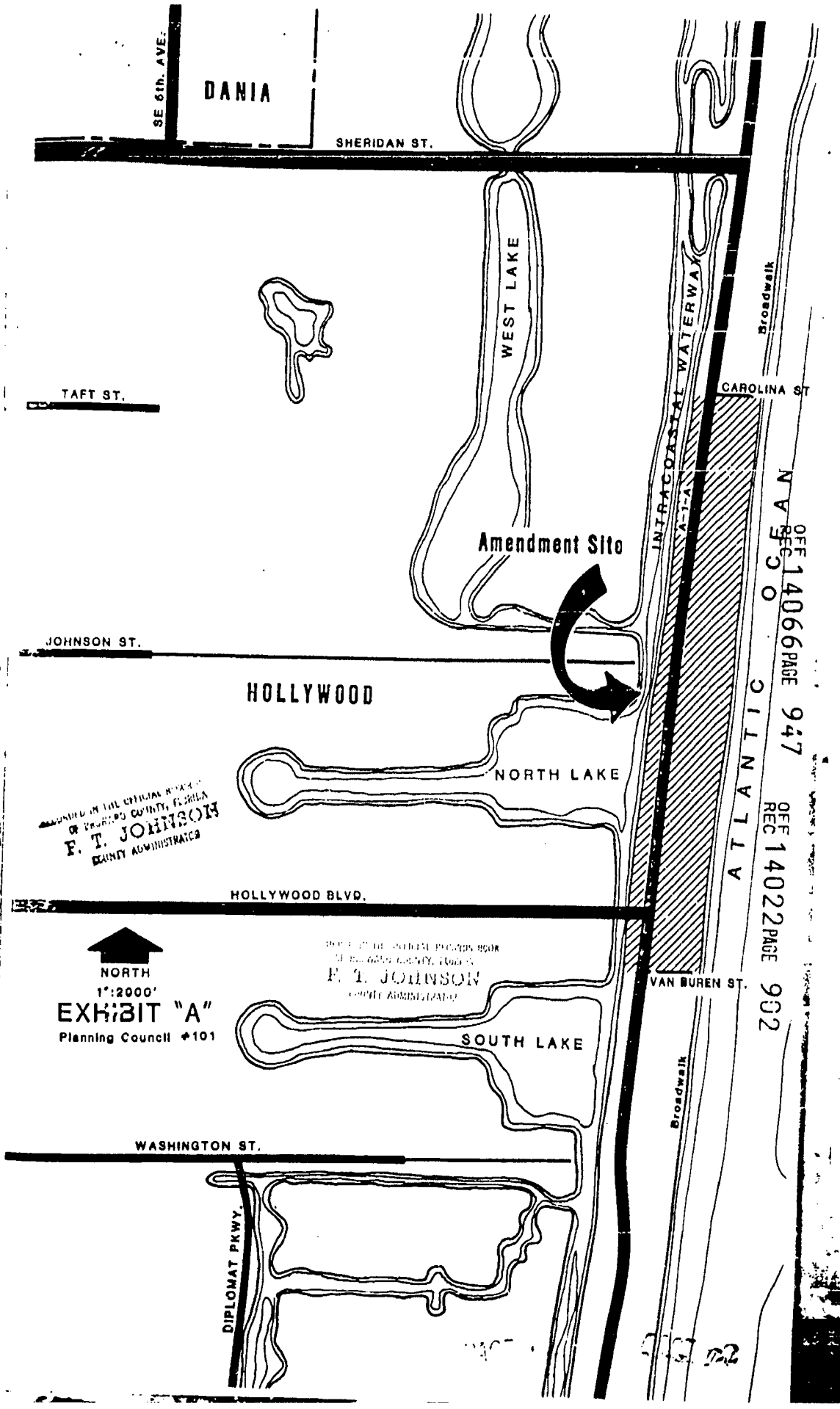
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 1986
F. T. JOHNSON, County Administrator
By: Phyllis Hertzog D.C.

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41

OFF REC 14066 PAGE 946

OFF REC 14022 PAGE 901


SE 6th. AVE.
DANIA
SHERIDAN ST.
WEST LAKE
INTRACOASTAL WATERWAY
Broadwalk
TAFT ST.
CAROLINA ST
Amendment Site
JOHNSON ST.
HOLLYWOOD
NORTH LAKE
HOLLYWOOD BLVD.
NORTH
1":2000'
EXHIBIT "A"
Planning Council #101
SOUTH LAKE
VAN BUREN ST.
Broadwalk
WASHINGTON ST.
DIPLOMAT PKWY.
ATLANTIC
OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 902

98-284533 T#001
05-14-98 11:56AM

$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

#43

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 7th day of MAY, 1998, by Silver Spray Motel Inc., whose mailing address is 2115 N. OCEAN DR. Hlwd FL. 33019, grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining ONE palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

IN WITNESS WHEREOF, the said grantor has signed these presents the day and year first above written.

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Witness
Print Name: Arthur Walker

SILVER SPRAY MOTEL INC.
Grantor
By: Denise Grenier
Print Name: DENISE GRENIER

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22 2001

1

RETURN TO: Norman Vilet, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, Fl 33020-9045

BK 28220 PG 0750

DEFERRED ITEM
Return Document To
Surveys Operations

32

Witness
Print Name: Arthur Walker

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7TH DE MAY, 199K, by DENISE GREENER as CEO of _____.
He/she is personally known to me or has produced _____ as identification.

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22 2001

Print Name: Arthur Walker
Notary Public
Commission No: CC615101

My commission expires:

BK 28220 PG 0751

STEPHEN H. GIBBS LAND SURVEYORS, INC.
2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '43

A portion of Block 10 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the northwest corner of said Block 10, run easterly along the northerly line of Block 10 a ~~distance of 12.60 feet to a point~~ on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence southerly along said easterly right-of-way line a distance of 4.70 feet to a Point of Beginning; thence continue southerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence northerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

not sure of measurement but city sprayed mark on spot for tree.
Dg

BK 18220 PG 0752

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

EXHIBIT 'A'

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, 20 01.

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:

Mara Giulianti

Mara Giulianti, Mayor

Janet D'Andrea

Witness signature

JANET D'ANDREA

Witness print name

Marion Grinke

Witness signature

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 Giulianti, who is personally known to me or who has produced — as identification.

(Seal)

Michele Anzalone

Signature of Notary Public

Michele Anzalone

(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 13984
EXPIRES AUG 26 2008
BONDED THROUGH
ADVANTAGE NOTARY

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

BY: _____ 07

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

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

Approved on 11/12/02 #19 2pm
Approved by Planning Council
RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

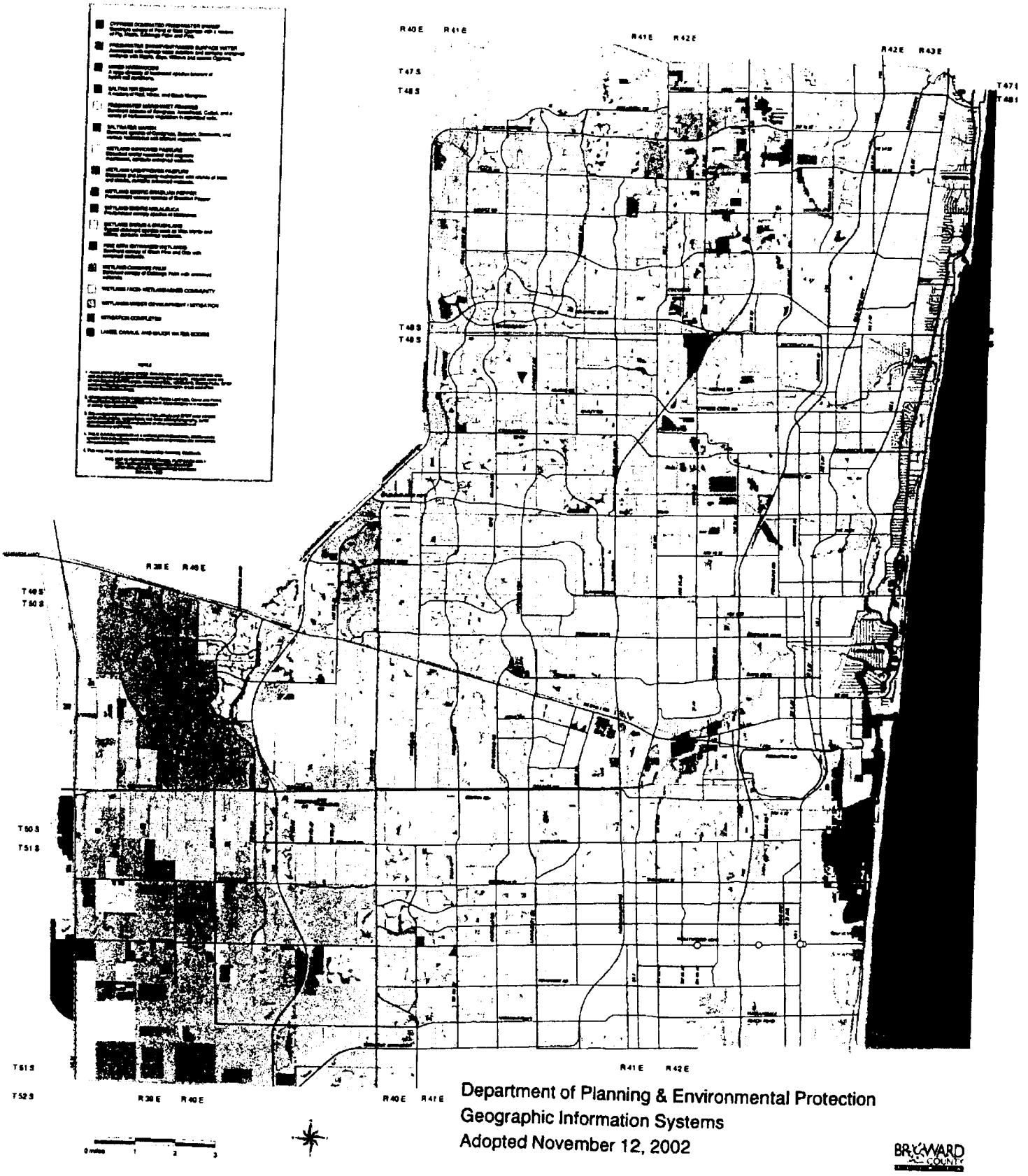
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



Department of Planning & Environmental Protection
Geographic Information Systems
Adopted November 12, 2002

BROWARD COUNTY

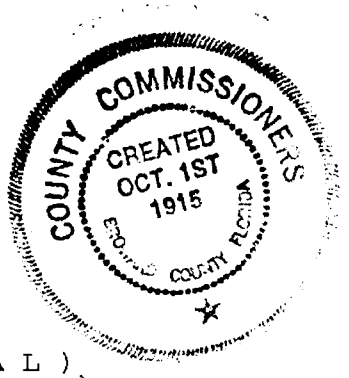
STATE OF FLORIDA)

)SS

COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

This instrument prepared by:
MICHAEL W. GOMEZ ESQ.
1930 TYLER STREET
HOLLYWOOD, FL 33020

CERTIFICATE OF FILING FOR THE HOLLYWOOD RU-VEL, INC.

WHEREAS, the HOLLYWOOD RU-VEL, INC, a cooperative apartment building which is legally described as:

Property Identification Number 5142-12-01-1390 Hollywood Beach First Addition 1-31 B Lot 18, 19 Block 9; and

Property Identification Number 5142-12-01-1400 Hollywood Beach First Addition 1-31 B Lot 20 Block 9; and

Property Identification Number 5142-12-01-1480; Hollywood Beach First Addition 1-31 B Lot 9,10 Block 10; and

WHEREAS, at a duly called and convened special meeting of the Board of Directors for the corporation held on March 4, 2006, a quorum of the Board of Directors did appear by presence for the purpose of ratification of the filing in the public record of certain documents relating to the corporation. The attached documents are copies of the original :

Certificate of Incorporation of HOLLYWOOD RU-VEL, INC; Exhibit A and

By-Laws of HOLLYWOOD RU-VEL, INC.; Exhibit B and

Previously recorded certificate of amendment to the By-Laws of HOLLYWOOD RU-VEL, INC., Exhibit C.

Said documents were qualified and authenticated as actual copies of corporate records are duly recorded as provided by Florida Statute.

(2)

WITNESS my signature here to this 28 day of April, 2006 at Broward County, Florida.

HOLLYWOOD RU-VEL, INC

BY:_____

As attorney in fact for the corporation.

STATE OF FLORIDA §§
COUNTY OF BROWARD §§

The foregoing instrument was acknowledged before me this 28 day of April 2006 by MICHAEL W. GOMEZ, ESQ,; in his capacity as attorney in fact for the corporation known as **THE RIVIERA APTS. "A", INC., OF HALLANDALE** , on behalf of the corporation and who is personally known to me.

NOTARY

Kurt S. Hilberth
Commission # DD480499
Expires October 11, 2009
Bonded Troy Fain - Insurance, Inc 800-385-7019

CERTIFICATE OF INCORPORATION

of

HOLLYWOOD RU-VEL, INC.

ARTICLE I.

The name of this corporation shall be:

HOLLYWOOD RU-VEL, INC.

ARTICLE II.

The principal place of business of this corporation shall be located in Hollywood, Broward County. Florida, and it may have such other places of business both within and without the State of Florida and in foreign countries as may be necessary or convenient.

ARTICLE III.

The general nature of the business, or businesses, or objects, or purposes to be transacted, promoted, or carried on by this corporation is as follows:

Section 1. To own and operate an apartment house, apartment houses, hotel or hotels, and to manage apartment house or apartment houses or hotels for itself or others, and to engage in any business which may be incidental or pertain thereto, or which is connected with such business.

Section 2: To take, lease, purchase, or otherwise acquire and to own, lease, use, hold, sell, convey, exchange, rent, mortgage, work, improve, develop, cultivate and/or

A

otherwise handle, acquire, deal in, and dispose of real estate, real property, and/or any interest or right therein.

Section 3: To take, purchase, or otherwise acquire and to own, hold, sell, convey, exchange, hire, lease, pledge, mortgage, and otherwise deal in, acquire, and dispose of all kinds of personal property, chattels real, choses in action, notes, bonds, stocks, mortgages and securities.

Section 4: To erect, improve, construct, alter, repair, decorate, finish and furnish houses, buildings, warehouses, storerooms, edifices, works, tenements, and structures of every kind and description; to carry on in all their respective branches the business of builders, contractors, decorators and such other trades and businesses as pertain to or are connected with the general business of building and construction.

Section 5: To take over, acquire, purchase, own, sell, lease, hire, hold, control, manage, maintain and operate quaries, brickyards, lime-kilns, refineries, asphalt, cement and plaster mills, lumber yards, timber lands, saw mills, furnaces, factories and establishments for the manufacture, preparation, and production of building supplies, material, furnishings, decorations, and furniture; and to buy, sell and generally deal in and with all such articles and materials.

Section 6: To act as agents, factors, brokers, commission merchants, carriers, contractors, builders, architects, decorators, surveyors, engineers, appraisers, lessees and managers of estates.

Section 7: To purchase, acquire, hold, subscribe for and dispose of stocks, bonds, and other evidence of

indebtedness of corporations wheresoever organized, and to pay for the same in cash or in property, or by the issuance of its own stock, bonds, or other obligations, to exercise in respect thereto all the rights, powers and privileges of individual owners or holders thereof, and to exercise all voting powers thereon; to delegate to any of its officers the power of so holding, voting, and exercising the rights of owners and holders of said stock which shall be owned and controlled by this corporation; to purchase, issue, own, hold, sell, draw, accept and discount bonds, stocks of all kinds, promissory notes, bill of exchange, bills of lading, mortgages, leases, contracts, in writing, and other instruments evidencing any or all rights in and to any real estate, chattels or choses in action.

Section 8: To appoint a trustee or trustees, and to convey to such trustee or trustees in trust all and singular its real and personal property now in existence, or hereafter to be acquired, as security for the payment of any stocks, notes, bonds, debentures, or certificates of interest or indebtedness authorized and executed by the corporation.

Section 9: This corporation shall have all of the general powers, together with all the additional and specific powers, rights and privileges granted by the laws of the State of Florida provided in the Florida Statutes Annotated, Sections 612.01 and 612.64, inclusive, Laws of Florida, 1925, Chapter 10096 and amendments thereto; as well as all implied powers in carrying out the foregoing expressed powers.

Section 10: The foregoing clauses shall be considered both as objects and powers, and it is expressly provided hereby

☞ (See copy of law printed herein).

that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner or way the powers of this corporation conferred by the laws of the State of Florida and by the principles of the common law upon corporations organized under the provisions of Law authorizing the formation of corporations, and it is expressly provided hereby that no recitation, expression or declaration of specific or special powers or purposes herein enumerated shall be deemed to limit or to restrict, or to be exclusive, and each clause shall, except where otherwise expressed, be in no wise limited or restricted by reference to or inference from the provisions of any other clause, but shall be regarded as independent purposes and powers, and in addition the corporation shall have and exercise all the right, powers, and privileges now or hereafter belonging to or conferred by the laws of the State of Florida upon corporations organized under the provisions of law; and the corporation shall do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

ARTICLE IV.

The maximum number of shares of stock this corporation is authorized to have outstanding at any time shall be One Hundred (100) shares of common stock of no par value.

The holders of such common stock shall have the right to vote on all questions except as herein otherwise provided.

ARTICLE V.

The corporation will begin business with a paid in capital of more than One Thousand ($1,000.00) Dollars.

ARTICLE VI.

This corporation shall exist perpetually.

ARTICLE VII.

The business of this corporation shall be conducted by a Board of Directors of not less than three (3) Directors, the exact number of Directors to be fixed by the By-Laws of this corporation.

ARTICLE VIII.

The name and post office addresses of the first Board of Directors of this corporation who shall hold office until the annual meeting of this corporation, to be held on the first Tuesday in August, A. D., 1954, or until their successors are elected and have qualified are:

Dorothy J. Wiley	1907 Adams Street,	Hollywood, Florida
Audrey Tolle	1606 N. W. 13th St.	Fort Lauderdale, Florida
T. D. Ellis, Jr.	1813 Madison Street	Hollywood, Florida

ARTICLE IX.

The name and post office addresses of each subscriber of this Certificate of Incorporation, together with the number of shares of stock he agrees to take, are as follows:

Dorothy J. Wiley	1907 Adams Street Hollywood, Florida	2 shares
Audrey Tolle	1606 N. W. 13th Street Fort Lauderdale, Florida	2 shares
T. D. Ellis, Jr.	1813 Madison Street Hollywood, Florida	6 shares

ARTICLE X.

Special provision for the regulation of this corporation in furtherance and not in limitation of powers conferred by the Statutes of Floridaare herein set forth.

Section 1: The annual meeting of the stockholders and directors of this corporation shall be the first Tuesday in August of each year.

Section 2: Any meeting of the stockholders or Board of Directors may be held either within or without the State of Florida.

Section 3: Stockholders' meetings may be held at any time or place without notice or call, when stockholders who hold four fifths (4/5) of all outstanding stock shall be present at the meeting and sign a written consent thereto on the records of such meeting.

Section 4: At all elections of Directors of this corporation, each holder of record of stock possessing voting power, shall be entitled to as many votes as shall equal the number of shares of stock, multiplied by the number of Directors to be elected, and he may cast all of such votes for a single Director or may distribute them among the number to be voted for or any two of them as he may see fit.

Section 5: A majority of the Board of Directors shall constitute a quorum of such Board.

Section 6: A Director need not be a stockholder of this corporation.

Section 7: The officers of this corporation shall

be: A President, a Vice-President, a Secretary and Treasurer, and such other officers as the Board of Directors may deem necessary who need not be members of the Board of Directors. Any one person may hold two of said offices. However, the President shall not hold the office of Secretary or Assistant Secretary.

Section 8: No officer of this corporation shall enter into any contract for the purpose of the sale of land, or incur any indebtedness in the name of the corporation or pledge the security of the corporation, without express authority of a majority of the Board of Directors, obtained at a meeting duly constituted. The officers of this corporation who shall hold office until such time as their successors shall have been duly elected and qualified, are as follows:

Dorothy J. Wiley	President
Audrey Tolle	Vice-President
T. D. Ellis, Jr.	Secretary-Treasurer

Section 9: This corporation may provide in its By-Laws for an executive committe of not less than two (2) members of the Board of Directors shall have and exercise all powers of the full Board.

We, the undersigned, being the original subscribers and incorporators of the foregoing corporation do hereby certify that the foregoing constitutes the proposed charter of RU-VEL, INC.

and we hereby declare and certify that the facts herein stated are true, and we respectively set forth, according to the terms set forth herein.

WITNESS our hands and seals this 7th day of July, A. D., 1953.

(SEAL)

(SEAL)

(SEAL)

STATE OF FLORIDA)
: SS.
COUNTY OF BROWARD)

Before me, the undersigned officer, personally appeared, DOROTHY J. WILEY, AUDREY TOLLE and T. D. ELLIS, JR., to me well known to be the persons described in and who executed and subscribed their names to the foregoing Articles of Incorporation, and they acknowledged before me, individually, and as such officers of said corporation that they executed and subscribed to the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of July, A. D., 1953.

Notary Public

Notary Public, State of Florida at Large
My commission expires Aug. 24, 1956
Bonded by American Surety Co. of N. Y.

AMENDMENT TO CERTIFICATE OF
INCORPORATION OF
HOLLYWOOD RU-VEL, INC.

STATE OF FLORIDA)
COUNTY OF BROWARD)

HOLLYWOOD RU-VEL, INC., a corporation organized and existing under the laws of the State of Florida, according to certificate of incorporation filed with the Secretary of State of the State of Florida on the 9th day of July, 1953, by its undersigned President and Assistant Secretary, do hereby certify that at a meeting of the Board of Directors of said corporation, held at 320 McKinley Street, Hollywood, Florida, on February 6, 1969, at 2:00 P. M., a resolution was unanimously adopted, declaring the advisability of the amendment hereinafter set forth to the charter of the corporation, and declaring its advisability and calling a meeting of the stockholders of record entitled to vote for the consideration thereof, and said stockholders meeting was held at 2:00 P. M. on February 6, 1969 at 320 McKinley Street, Hollywood, Florida.

Said meeting of the stockholders of said corporation was duly held and all stock of the corporation was duly represented and voted at said meeting, and the following resolution adopted by the Board of Directors was unanimously approved by said stockholders, towit:

BE IT RESOLVED: That Article IV of the certificate of incorporation of HOLLYWOOD RU-VEL, INC. be amended so that it shall read as follows; towit:

"ARTICLE IV.

The maximum number of shares of stock this corporation is authorized to have outstanding at any time shall be one hundred ten (110) shares of

common stock of no par value. The holders of such common stock shall have the right to vote on all questions except as herein otherwise provided."

IN WITNESS WHEREOF said HOLLYWOOD RU-VEL, INC. has caused this certificate to be signed in its name by its President, Chas. B. Miller, and its Assistant Secretary, Sumeara Miller, and its corporate seal to be hereunto affixed, this 28th day of February, A. D., 1969.

Chas B. Miller
President

Sumeara Miller
Asst. Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared Chas. B. Miller and Sumeara Miller, to me known to be the persons described in and who executed the foregoing, and they acknowledged before me as President and Asst. Secretary, respectively, of HOLLYWOOD RU-VEL, INC., that they executed and subscribed to the same for the purposes therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 28th day of February, A. D., 1969.

Notary Public

(4) General nature of main business engaged in Cooperative Apartment House

BY-LAWS OF HOLLYWOOD RU-VEL, INC.

Incorporated in the State of Florida on July 7, 1953; Certificate of Incorporation amended on February 26, 1969.

Capital Stock:

110 shares authorized, 109 issued and distributed as follows:

Apt:	1	2	3	4	5	6	7	8	9	10
Shares	11.5	10.0	9.5	10.5	11.5	11.5	11.5	10.0	10.5	12.5

Meetings:

1. Stockholders of RU-VEL shall meet annually on the first Saturday in March; meetings may be called at any time by the president or by a majority of the stockholders, if five days written notice is given to each stockholder. Meetings may be held at any time and place the holders of all of the stock in the company may meet together;

2. A majority in number of stockholders shall constitute a quorum at any stockholders meeting.

Officers and Committees:

1) The business of the corporation shall be conducted by its stockholders through elected officers. Officers need not be stockholders;

2) There shall be a **President**, to be elected annually at the annual meeting in each year by a majority vote of the stockholders, who shall hold office until his successor is elected. His duties, in addition to those usually performed by such an officer, shall be as follows:
   - Supervise the Opening and Closing operation of Ru-Vel,
   - Supervise the maintenance, painting, yard work, spraying, replacement of shrubs, etc.,
   - Conduct the Annual Meeting,
   - Maintain and provide those records necessary to meet the needs of the government, the auditor, and stockholders of Ru-Vel, Inc.
   - Pay the bills and ensure maintenance of a proper carry-over balance,
   - Supervise the transfer of stock,
   - Supervise whatever else is necessary for the smooth and efficient operation of Ru-Vel, Inc., and
   - When authorized to do so by resolution of the company, to sign mortgages, deeds, bills of sale and conveyances of said corporation;

B

3) The **Vice-President**, who shall be elected at the same time and in the same way as the president, shall perform the duties of the president in his absence or during his disability as well as other duties that may be assigned to him by the stockholders. One, or two, Vice-Presidents may be elected;

4) There shall be a **Secretary** and a **Treasurer** of the corporation, elected in the same manner as the Vice-President. The **secretary's duties**, in addition to those usually performed by such officer, shall be
   - To sign the name of the corporation with the president to all certificates of stock issued by it,
   - To keep the minutes of the stockholders, and
   - To keep the seal of the corporation and affix the same to any writing to which it is necessary to affix such seal;

5) Any one person may hold two of the above offices, however the President shall not hold the office of Secretary or Assistant Secretary;

6) There is an **Executive Committee** which includes all officers;

7) A **House Committee**, composed of stockholders and officers chosen by the president, may be set up from time to time to work with the President on projects with which assistance may be needed;

8) Any officer of the corporation may be removed at any time by the stockholders and, in the event of a vacancy the same may be filled by the stockholders at any meeting thereof;

9) Officers and committee members serve without compensation.

Amendments:

These By-Laws may be amended at any time by a vote of 70% of the units included within the corporation at any regular meeting or at any meeting at which all of the stockholders are present, or at any called meeting when notice of intention to amend these By-Laws shall be given at the time the notice of such called meeting is given.

Terms of Ownership:

The land included in this Co-Op property is legally described as to wit:

Lots 18, 19, and 20	Block 9	- Building (18,19) & adjacent lot (20)
Lots 9 and 10	Block 10	- Parking lot

and is located in the 300 block of McKinley Street, Hollywood, Florida.

Stock ownership will entitle you to exclusive use of the apartment designated on your stock certificate, as well as ownership of all furnishings, subject to reasonable restrictions and conditions as follows:

1. The voting rights of owners shall be one vote for each unit;
2. The land and apartment building may not be encumbered by a mortgage or otherwise without the approval of 70% of the units;
3. No internal or external structural changes to any apartment may be made without the approval of 70% of the units;
4. Modifications or replacement of exterior doors and windows require the approval of 70% of the units;
5. In the event the stockholders decide to sell the building, such sale must be approved by 70% of the units. Distribution of the net proceeds shall be divided among the stockholders in proportion to their numbers of shares held;
6. Shares of stock can be transferred only to a person or persons approved by 70% of the units;
7. When a unit is available for any reason, the individual owner has the right to sell or transfer his or her stock to an approved buyer. If this is not accomplished within one year, the corporation has the right to purchase the unit at fair market value;
8. The Ru-Vel is a seasonal apartment and is open from November 1 through May 1 of each year unless other arrangements are made with the Executive Committee. Each owner has access to his apartment throughout the year but certain amenities such as hot water and garbage collection are only provided when the Ru-Vel is open. If an apartment is to be used when the Ru-Vel is closed, the President and the caretaker should be notified;

9. In the event that any Ru-Vel owner does not desire to use his or her apartment during a given Ru-Vel season, that apartment may be rented to one party one time that year. The tenants are to be approved by the owner and screened by a majority of the Executive Committee. This restriction may be modified on a case-by case basis with the approval of 70% of the units;

10. No pets are permitted;

11. The corporation will maintain the property, pay the taxes insurance, upkeep and other operating expenses, and will provide management, and will assess each shareholder annually the proportionate cost of these items, which assessment the shareholder will pay promptly to the corporation. If expenses arise that are unforeseen in the approved budget, each shareholder will promptly pay 10 percent of the additional expenses as a special assessment. Calculation of the Annual Assessment is described in the section "Calculation of the Annual Assessment", below; and specific maintenance responsibilities of the corporation and owners are described in the section "Maintenance Responsibilities", below;

12. We hereby resolve that the following paragraph be typewritten on the new stock certificates issued March 7, 1998, and that all future stock certificates carry this paragraph also:

"Ownership of the shares represented by this certificate entitles the registered owner hereof to the exclusive use of apartment No. _____ in Ru-Vel Apartments, Hollywood, Florida; subject to the conditions, limitations, restrictions, and regulations set forth in certain resolutions adopted by the directors of HOLLYWOOD RU-VEL, INC. at a meeting held on July 14, 1953 and February 20, 1970, and by the stockholders at a meeting held on March 7, 1998, which resolutions are incorporated by reference as if fully rewritten at length herein. AMONG OTHER THINGS THE AFORESAID RESOLUTIONS RESTRICT THE RIGHT TO TRANSFER SHARES REPRESENTED BY THIS CERTIFICATE.

When a unit is available for any reason, the individual owner has the right to sell or transfer his or her stock to an approved buyer. If this is not accomplished within one year, the corporation has the right to purchase the unit at fair market value."

Calculation of the Annual Assessment:

The assessment will be broken down into the two categories:
1. Real Estate taxes, and
2. All other expenditures.

The officers will determine the amount of the budget for the next fiscal year; the President will then calculate the amount of each shareholder's assessment in the following manner:

1. Subtract the amount of the preceding year's taxes from the total approved budget,
2. Multiply the preceding year's taxes by the number of each unit's shares divided by the total issued shares in Ru-Vel,
3. Divide the other expenditures of the budget by 10 (Number of units in the Ru-Vel),
4. Add results of the two calculations together, which determines the assessment for each unit.

In the event that Ru-Vel receives outside income, that income will be divided by the number of shares in each unit and credited to each shareholder's account. The method of treatment of outside income is subject to approval by the Auditor and attorney.

Maintenance Responsibilities:

1. A working smoke detector, to be provided by the owner, is required in each apartment by city law,

2. Insurance is carried by the corporation on it's property. Each apartment owner is responsible for their own insurance upon their own personal property,

3. The corporation will provide hot and cold water service to each apartment, as well as scheduled garbage pickup whenever the Ru-Vel is open ,

4. Each owner is responsible for providing his or her electric service, telephone, cable television, and other personal amenities as desired,

5. Plumbing from the street to the supply lines of bathrooms or kitchens, as well as sewer lines from the floor or wall to the street are the responsibility of Ru-Vel, Inc.,

6. Plumbing within the apartment from the supply lines to the fixtures shall be the responsibility of the owner with one exception: namely, if interior plumbing or tile is damaged while repairing the supply line, or if the ceilings or walls are damaged by broken water lines, then repair shall be the responsibility of Ru-Vel, Inc.,

7. Modernization of plumbing within an apartment shall be the responsibility of the owner,

8. Electrical repairs or replacements from the house meter box to the individual outlets is the responsibility of Ru-Vel Inc.,

9. Replacement of fuses within an apartment or any modernization of fuse boxes or outlets is the responsibility of the owner,

10. Individual heating and cooling units and the necessary wiring are the responsibility of the owner,

11. Exterior doors and windows are responsibility of each owner. Repair of outside door locks, windows, or louvers caused by vandalism or equivalent is the responsibility of Ru-Vel, Inc.,

12. Ru-Vel should pay the deductible and other damages not covered by Ru-Vel insurance policies on damages to the property of the corporation.

CFN # 102831424, OR BK 34964 Page 824, Page 1 of 2, Recorded 04/16/2003 at 04:18 PM, Broward County Commission, Deputy Clerk 1058

CERTIFICATE OF AMENDMENT

ADOPTED AMENDMENTS TO THE BY-LAWS OF
HOLLYWOOD RU-VEL, INC.

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Hollywood Ru-Vel, Inc., a cooperative, was duly adopted in the manner provided in the By-Laws, at a meeting of the shareholders of Hollywood Ru-Vel, Inc. held on the 12 day of April, 2003.

IN WITNESS WHEREOF, we have affixed our hands this 12 day of April, 2003 at Hollywood, Broward County, Florida.

Witness

HOLLYWOOD RU-VEL, INC.

Witness

By: President

Attest: Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

On this day of 4/12, 2003, personally appeared Leona J. Gordon and Sharon Bapp, and acknowledge that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

My Commission Expires:

ROBERT GLICKMAN
MY COMMISSION # CC 847748
EXPIRES: June 18, 2005
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

NOTARY PUBLIC
NAME: Robert Glickman
COMMISSION NO.:

KNOWN TO ME PERSONALLY ✓ OR PRODUCED IDENTIFICATION ___

TYPE OF IDENTIFICATION PRODUCED _____

ADOPTED AMENDMENTS TO THE BY-LAWS OF HOLLYWOOD RU-VEL, INC.

(additions indicated by underlining, deletions by "——", and unaffected language by " . . . ")

1. Proposed Amendment to Paragraph Eight (8) of the Terms of Ownership, by amending said Paragraph as follows:

   Hollywood Ru-Vel is open all year. ~~The Ru-Vel is a seasonal apartment and is open from November 1 through May 1 of each year unless other arrangements are made with the Executive Committee. Each owner has access to his apartment throughout the year but certain amenities such as hot water and garbage collection are only provided when the Ru-Vel is open. If an apartment is to be used when the Ru-Vel is closed, the President and the caretaker should be notified.~~

2. Proposed Amendment to Paragraph Nine (9) of the Terms of Ownership, by amending said Paragraph as follows:

   Rental of apartments is prohibited. ~~In the event that any Ru-Vel owner does not desire to use his or her apartment during a given Ru-Vel season, that apartment may be rented to one party one time that year. The tenants are to be approved by the owner and screened by a majority of the Executive Committee. This restriction may be modified on a case by case basis with the approval of 70% of the units.~~

3. Proposed Amendment to Paragraph Twelve (12) of the Terms of Ownership, by amending said Paragraph as follows:

   We hereby resolve that the following paragraph be typewritten on the new stock certificates issued March 7, 1998, and that all future stock certificates carry this paragraph also:

   "Ownership of the shares represented by this certificate entitles the registered owner hereof to the exclusive use of apartment No. _____ in Ru-Vel Apartments, Hollywood Florida; subject to the bylaws, and subject to the condition, limitations, restrictions, and regulations set forth in certain resolutions adopted by the directors of HOLLYWOOD RU-VEL, INC. at a meeting held on July 14, 1953 and February 20, 1970, and by the stockholders at a meetings held on March 7, 1998 and subsequently, which resolutions are incorporated by reference as if fully rewritten at length herein. AMONG OTHER THINGS THE AFORESAID RESOLUTIONS RESTRICT THE RIGHT TO TRANSFER SHARES REPRESENTED BY THIS CERTIFICATE.

. . .

This instrument prepared by:
MICHAEL W. GOMEZ ESQ.
1930 TYLER STREET
HOLLYWOOD, FL 33020

CERTIFICATE OF FILING
FOR THE HOLLYWOOD RU-VEL, INC.

WHEREAS, the HOLLYWOOD RU-VEL, INC, a cooperative apartment building which is legally described as:

Property Identification Number 5142-12-01-1390 Hollywood Beach First Addition 1-31 B Lot 18, 19 Block 9; and

Property Identification Number 5142-12-01-1400 Hollywood Beach First Addition 1-31 B Lot 20 Block 9; and

Property Identification Number 5142-12-01-1480; Hollywood Beach First Addition 1-31 B Lot 9,10 Block 10; and

WHEREAS, on5-24-2006 the Board of Directors for the corporation did cause the following documents to be recorded in the public records for Broward County, Florida, Book 42084, Pg 1720:

Certificate of Incorporation of HOLLYWOOD RU-VEL, INC; Exhibit A and

By-Laws of HOLLYWOOD RU-VEL, INC.; Exhibit B and

Previously recorded certificate of amendment to the By-Laws of HOLLYWOOD RU-VEL, INC., Exhibit C.

WHEREAS, it has been determined that as a result of human error, the wrong copy of the **By-Laws of HOLLYWOOD RU-VEL, INC.; Exhibit B** we attached to the package and recorded.

WHEREAS, the matter shall now be cured by what is the correct document now being filed, said document is the true and correct document to occupy that which is known as the **By-Laws of HOLLYWOOD RU-VEL**.

(7)

Said documents were qualified and authenticated as actual copies of corporate records and are duly recorded as provided by Florida Statute.

WITNESS my signature here to this 14 day of December, 2009.

HOLLYWOOD RU-VEL, INC

BY: Walter Black
As Director

Province ~~STATE~~ OF Saskatchewan §§
Country ~~COUNTY~~ OF Canada §§

The foregoing instrument was acknowledged before me this 14 day of December 2009 by Walter Black; in his capacity as Director for the corporation known as **HOLLYWOOD RU-VEL, INC**, on behalf of the corporation and who is personally known to me.

NOTARY

GARY RALPH EMDE
Notary Public
MY APPOINTMENT EXPIRES FEB. 28, 2013
SASKATCHEWAN

BY-LAWS OF HOLLYWOOD RU-VEL, INC.

Incorporated in the State of Florida on July 7, 1953; Certificate of Incorporation amended on February 26, 1969.

Capital Stock:

110 shares authorized, 109 issued and distributed as follows:

Apt:	1	2	3	4	5	6	7	8	9	10
Shares	11.5	10.0	9.5	10.5	11.5	11.5	11.5	10.0	10.5	12.5

Meetings:

1. Stockholders of RU-VEL shall meet annually on the first Saturday in March; meetings may be called at any time by the president or by a majority of the stockholders, if five days written notice is given to each stockholder. Meetings may be held at any time and place the holders of all of the stock in the company may meet together;

2. A majority in number of stockholders shall constitute a quorum at any stockholders meeting.

Officers and Committees:

1) The business of the corporation shall be conducted by its stockholders through elected officers. Officers need not be stockholders;

2) There shall be a **President**, to be elected annually at the annual meeting in each year by a majority vote of the stockholders, who shall hold office until his successor is elected. His duties, in addition to those usually performed by such an officer, shall be as follows:
   - Supervise the Opening and Closing operation of Ru-Vel,
   - Supervise the maintenance, painting, yard work, spraying, replacement of shrubs, etc.,
   - Conduct the Annual Meeting,
   - Maintain and provide those records necessary to meet the needs of the government, the auditor, and stockholders of Ru-Vel, Inc.
   - Pay the bills and ensure maintenance of a proper carry-over balance,
   - Supervise the transfer of stock,
   - Supervise whatever else is necessary for the smooth and efficient operation of Ru-Vel, Inc., and
   - When authorized to do so by resolution of the company, to sign mortgages, deeds, bills of sale and conveyances of said corporation;

3) The **Vice-President**, who shall be elected at the same time and in the same way as the president, shall perform the duties of the president in his absence or during his disability as well as other duties that may be assigned to him by the stockholders. One, or two, Vice-Presidents may be elected;

4) There shall be a **Secretary** and a **Treasurer** of the corporation, elected in the same manner as the Vice-President. The secretary's duties, in addition to those usually performed by such officer, shall be
   - To sign the name of the corporation with the president to all certificates of stock issued by it,
   - To keep the minutes of the stockholders, and
   - To keep the seal of the corporation and affix the same to any writing to which it is necessary to affix such seal;

5) Any one person may hold two of the above offices, however the President shall not hold the office of Secretary or Assistant Secretary;

6) There is an **Executive Committee** which includes all officers;

7) A **House Committee**, composed of stockholders and officers chosen by the president, may be set up from time to time to work with the President on projects with which assistance may be needed;

8) Any officer of the corporation may be removed at any time by the stockholders and, in the event of a vacancy the same may be filled by the stockholders at any meeting thereof;

9) Officers and committee members serve without compensation.

Amendments:

These By-Laws may be amended at any time by a vote of 70% of the units included within the corporation at any regular meeting or at any meeting at which all of the stockholders are present, or at any called meeting when notice of intention to amend these By-Laws shall be given at the time the notice of such called meeting is given.

Terms of Ownership:

The land included in this Co-Op property is legally described as to wit:

Lots 18, 19, and 20	Block 9	- Building (18,19) & adjacent lot (20)
Lots 9 and 10	Block 10	- Parking lot

and is located in the 300 block of McKinley Street, Hollywood, Florida.

Stock ownership will entitle you to exclusive use of the apartment designated on your stock certificate, as well as ownership of all furnishings, subject to reasonable restrictions and conditions as follows:

1. The voting rights of owners shall be one vote for each unit;
2. The land and apartment building may not be encumbered by a mortgage or otherwise without the approval of 70% of the units;
3. No internal or external structural changes to any apartment may be made without the approval of 70% of the units;
4. Modifications or replacement of exterior doors and windows require the approval of 70% of the units;
5. In the event the stockholders decide to sell the building, such sale must be approved by 70% of the units. Distribution of the net proceeds shall be divided among the stockholders in proportion to their numbers of shares held;
6. Shares of stock can be transferred only to a person or persons approved by 70% of the units;
7. When a unit is available for any reason, the individual owner has the right to sell or transfer his or her stock to an approved buyer. If this is not accomplished within one year, the corporation has the right to purchase the unit at fair market value;
8. Hollywood Ru-Vel is open all year;
9. No pets are permitted;
10. The corporation will maintain the property, pay the taxes insurance, upkeep and other operating expenses, and will provide management, and will assess each shareholder annually the proportionate cost of these items, which assessment the shareholder will pay promptly to the corporation. If expenses arise that are unforeseen in the approved budget, each shareholder will promptly pay 10 percent of the additional expenses as a special assessment. Calculation of the Annual Assessment is described in the section

"Calculation of the Annual Assessment", below; and specific maintenance responsibilities of the corporation and owners are described in the section "Maintenance Responsibilities", below;

11. We hereby resolve that the following paragraph be typewritten on the new stock certificates issued March 7, 1998, and that all future stock certificates carry this paragraph also:

    "Ownership of the shares represented by this certificate entitles the registered owner hereof to the exclusive use of apartment No. _____ in Ru-Vel Apartments, Hollywood, Florida; subject to the conditions, limitations, restrictions, and regulations set forth in certain resolutions adopted by the directors of HOLLYWOOD RU-VEL, INC. at a meeting held on July 14, 1953 and February 20, 1970, and by the stockholders at meetings held on March 7, 1998 and subsequently, which resolutions are incorporated by reference as if fully rewritten at length herein. AMONG OTHER THINGS THE AFORESAID RESOLUTIONS RESTRICT THE RIGHT TO TRANSFER SHARES REPRESENTED BY THIS CERTIFICATE.

    When a unit is available for any reason, the individual owner has the right to sell or transfer his or her stock to an approved buyer. If this is not accomplished within one year, the corporation has the right to purchase the unit at fair market value."

Calculation of the Annual Assessment:

The assessment will be broken down into the two categories:
1. Real Estate taxes, and
2. All other expenditures.

The officers will determine the amount of the budget for the next fiscal year; the President will then calculate the amount of each shareholder's assessment in the following manner:

1. Subtract the amount of the preceding year's taxes from the total approved budget,
2. Multiply the preceding year's taxes by the number of each unit's shares divided by the total issued shares in Ru-Vel,
3. Divide the other expenditures of the budget by 10 (Number of units in the Ru-Vel),
4. Add results of the two calculations together, which determines the assessment for each unit.

In the event that Ru-Vel receives outside income, that income will be divided by the number of shares in each unit and credited to each shareholder's account. The method of treatment of outside income is subject to approval by the Auditor and attorney.

Maintenance Responsibilities:

1. A working smoke detector, to be provided by the owner, is required in each apartment by city law,

2. Insurance is carried by the corporation on it's property. Each apartment owner is responsible for their own insurance upon their own personal property,

3. The corporation will provide hot and cold water service to each apartment, as well as scheduled garbage pickup whenever the Ru-Vel is open,

4. Each owner is responsible for providing his or her electric service, telephone, cable television, and other personal amenities as desired,

5. Plumbing from the street to the supply lines of bathrooms or kitchens, as well as sewer lines from the floor or wall to the street are the responsibility of Ru-Vel, Inc.,

6. Plumbing within the apartment from the supply lines to the fixtures shall be the responsibility of the owner with one exception: namely, if interior plumbing or tile is damaged while repairing the supply line, or if the ceilings or walls are damaged by broken water lines, then repair shall be the responsibility of Ru-Vel, Inc.,

7. Modernization of plumbing within an apartment shall be the responsibility of the owner,

8. Electrical repairs or replacements from the house meter box to the individual outlets is the responsibility of Ru-Vel Inc.,

9. Replacement of fuses within an apartment or any modernization of fuse boxes or outlets is the responsibility of the owner,

10. Individual heating and cooling units and the necessary wiring are the responsibility of the owner,

11. Exterior doors and windows are responsibility of each owner. Repair of outside door locks, windows, or louvers caused by vandalism or equivalent is the responsibility of Ru-Vel, Inc.,

12. Ru-Vel should pay the deductible and other damages not covered by Ru-Vel insurance policies on damages to the property of the corporation.

2.

This instrument prepared by:
MICHAEL W. GOMEZ ESQ.
1930 TYLER STREET
HOLLYWOOD, FL 33020

CERTIFICATE OF FILING FOR THE HOLLYWOOD RU-VEL, INC.

WHEREAS, the HOLLYWOOD RU-VEL, INC, a cooperative apartment building which is legally described as:

Property Identification Number 5142-12-01-1390 Hollywood Beach First Addition 1-31 B Lot 18, 19 Block 9; and

Property Identification Number 5142-12-01-1400 Hollywood Beach First Addition 1-31 B Lot 20 Block 9; and

Property Identification Number 5142-12-01-1480; Hollywood Beach First Addition 1-31 B Lot 9,10 Block 10; and

WHEREAS, on 5-24-2006 the Board of Directors for the corporation did cause the following documents to be recorded in the public records for Broward County, Florida:

Certificate of Incorporation of HOLLYWOOD RU-VEL, INC; Exhibit A and

By-Laws of HOLLYWOOD RU-VEL, INC.; Exhibit B and

Previously recorded certificate of amendment to the By-Laws of HOLLYWOOD RU-VEL, INC., Exhibit C.

WHEREAS, it has been determined that as a result of human error, a scrivner's occurred in the jurat for the certificate of filing.

WHEREAS, it is the intent of the Board of Directors that the matter shall now be cured by this filing.

WHEREAS, this filing shall revert back to the original filing referenced above and it propriety shall be evidenced by the correct jurat below.

WITNESS my signature here to this 28 day of April, 2006 at Broward County, Florida.

HOLLYWOOD RU-VEL, INC

BY:_____

As attorney in fact for the corporation.

STATE OF FLORIDA §§
COUNTY OF BROWARD §§

The foregoing instrument was acknowledged before me this 29 day of December 2009 by MICHAEL W. GOMEZ, ESQ,; in his capacity as attorney in fact for the corporation known as **HOLLYWOOD RU-VEL, INC** , on behalf of the corporation and who is personally known to me.

NOTARY

MARILYN BIALY
Commission # DD 852797
Expires January 25, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

AMENDED AND RESTATED BY-LAWS OF HOLLYWOOD RU-VEL INC.

I. Identity:

These are the Amended and Restated By-Laws of the Hollywood Ru-Vel Inc. hereinafter referred to as "Ru-Vel Inc.", a not-for-profit Corporation, incorporated under the laws of the State of Florida.

The Articles of Incorporation were filed in the Office of the Secretary of State on the 7th day of July, 1953, with a Certificate of Incorporation amended on February 26, 1969.

Ru-Vel Inc. has been organized for the purpose of administering the operation and management of Ru-Vel Inc., established in accordance with the Cooperative Act of the State of Florida, with all rights and duties afforded to the Stockholders of Ru-Vel, Inc. pursuant to Florida law. Where there is a conflict between this written document and Florida law shall prevail. Ru-Vel, Inc. has been established upon the following described property situated, lying and being in Broward County, Florida, to wit:

Property Identification Number 5142-12-01-1390 Hollywood Beach

First Addition 1-31 B Lot 18, 19 Block 9; and

Property Identification Number 5142-12-01-1400 Hollywood Beach

First Addition 1-31 B Lot 20 Block 9; and

Property Identification Number 5142-12-01-1480 Hollywood Beach

First Addition 1-31 B Lot 9, 10 Block 10.

II. Capital Stock:

Ru-Vel Inc. has 110 shares authorized, 109 of which have been issued and distributed as follows:

Apt.	1	2	3	4	5	6	7	8	9	10
Shares	11.5	10.0	9.5	10.5	11.5	11.5	11.5	10	10.5	12.5

III. Meetings:

Annual General Meetings of Ru-Vel, Inc. shall be held in each calendar year and not more than fifteen (15) months from date of the preceding General Meeting.

a) Business of the Annual General Meeting:

(i) Adoption of the Rules of Order

(ii) Approval of financial statements

(iii)Report of Officers

11

(iv)Election of Officers

(v) Appointment of the accountant

(vi)Such other business as under the By Laws may be transacted at an Annual General Meeting or business which is brought under consideration by the report of the Officers issued with the notice convening the meeting.

Other meetings may be called at any time by the President or by a majority of the Stockholders.

3.1 Notice. It shall be required for any Stockholder meeting to give notice pursuant to Florida Statute §719.106(1) (c) with regard to board meetings. Notices shall be posted with regard to a meeting at least forty eight (48) hours preceding the meeting except, in an emergency, by posting the notice in a conspicuous place on Ru-Vel, Inc. property. If the meeting is non-emergency in nature and special assessments will be discussed then the meeting notice shall be sent fourteen (14) days preceding the meeting by personal delivery or electronically submitted to each Stockholder. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed with the official records of the Corporation. The written meeting notice shall incorporate an identification of agenda items which shall be given to each Stockholder at least fourteen (14) days before the annual meeting and posted in a conspicuous place on Ru-Vel, Inc. property at least fourteen (14) continuous days preceding the annual meeting. Upon notice to the Stockholders, the Board must duly adopt rules designating a specific location on the Corporation property upon which all notices of Stockholders meetings are posted.

Unless a Stockholder waives, in writing, the right to receive notice of the annual meeting, the notice of the annual meeting must be sent by mail, hand delivered or electronically transmitted to each Stockholder. An officer of Ru-Vel, Inc. must provide an affidavit or U.S. Postal Service certificate of mailing, to be included in the official records of Ru-Vel, Inc., affirming the notice of the meeting was mailed, hand delivered or electronically transmitted, in accordance with this provision, to each Stockholder at the address last furnished to Ru-Vel, Inc.. Any applicable proxies shall be sent with all meeting notices as required pursuant to Florida law.

Included in the notice to each Stockholder will be any proposed changes to Ru-Vel, Inc.'s governing documents in the form required by Florida Statutes and any other documents to be discussed or voted on at an upcoming meeting.

3.2 Quorum

The quorum for the transaction of business at a meeting of Stockholders is four persons who are or who represent by proxy Stockholders who, in the aggregate, hold at least 70% of the Units entitled to vote at the meeting. If there is no quorum requirement for elections that are decided by a plurality of ballots, 70% of Stockholders shall constitute a quorum at any Stockholders meeting.

3.3 The voting rights of Stockholders shall be one vote per apartment. Each Stockholder gets one vote per apartment owned regardless of number of shares of stock owned. All matters

shall pass by not less than a 70% vote. Only holders of stock shall vote, in person or by proxy, on behalf of a given apartment. A proxy is defined as the authority to cast a vote of a member qualified to vote.

3.4 A proxy shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Except as otherwise required under Florida law, the affirmative vote of 70% of the Stockholders at any duly called meeting, personally or by proxy, at which a quorum is present, shall be required to pass an issue put to vote.

3.5 Other Persons May Attend

The Officers, Stockholders, any lawyer or accountant for Ru-Vel, Inc., and any person invited by the Officers are entitled to attend any meeting of Stockholders. If any non-Stockholder does attend a meeting of Stockholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a Stockholder or proxy holder for a Stockholder entitled to vote at the meeting.

3.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of Stockholders, unless a quorum of Stockholders entitled to vote is present at the meeting at the time a vote is taken.

3.7 Lack of Quorum

If, within one-half hour after the time set for the commencement of a meeting of Stockholders, a quorum is not present:

a) In the case of a general meeting requested by Stockholders, the meeting is cancelled, and

b) In the case of any other meeting of Stockholders, the meeting shall be adjourned to a time and place as voted upon by the Stockholders present, within the next fourteen (14) days.

3.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 3.7(6) was adjourned, a quorum is not present within one-half hour of the time set for the holding of the meeting, if there are three (3) Stockholders present in person or by proxy, Stockholders who are present and entitled to vote at the meeting, shall constitute a quorum.

3.9 Incapacity of a Stockholder

In case of the death or incapacity of a Stockholder, the legal personal representative or if the Stockholder was a joint holder, the surviving joint holder will be the only person recognized by Ru-Vel, Inc. as having any title to the Stockholder's interest in the shares. Before recognizing a person as a legal personal representative, the Secretary shall require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters

of administration or such other evidence or documents as the Secretary considers appropriate.

3.10 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the Stockholder, including the right to transfer the shares in accordance with these By-Laws, provided the documents required by Florida Law and the Officers have been deposited with Ru-Vel, Inc.

IV. Officers and Committees:

4.1 The business of Ru-Vel, Inc. shall be conducted by its Stockholders through elected officers. Officers need not be Stockholders but non-Stockholder officers must be either a spouse or domestic partner of a Stockholder. All Officers shall be elected at the annual meeting.

4.2 There shall be a President, to be elected annually at the annual meeting in each year by a vote of the Stockholders, who shall hold office until their successor is elected. The President's duties shall be as follows:

a) Supervise the maintenance of Ru-Vel, Inc.

b) Preside at the Annual Meeting and any other meeting of the Stockholders.

c) Maintain appropriate records as required by sound accounting practices and provide those records necessary to meet the needs of the government, the accountant and Stockholders of Ru-Vel, Inc.

d) Engage a Certified Public Accountant to prepare the annual Financial Statements for presentation to the Stockholders and any applicable tax returns. Said Financial Statements are to be prepared and distributed to the Stockholders within 6 months of Ru-Vel, Inc.'s fiscal year end. The applicable tax returns are to be filed prior to their filing deadlines.

e) Supervise the smooth and efficient operation of Ru-Vel Inc.

f) When authorized to do so by resolution of the Stockholders, to sign mortgages, deeds, bills of sale and conveyances of Ru-Vel, Inc.

g) Retain such professional assistance as required for the purpose of the proper operation of Ru-Vel, Inc. as directed by the Stockholders.

h) Promptly seek and obtain approval from the Stockholders to enter into any transactions or contracts that are out of the ordinary course of business.

4.3 A Vice-President, who shall be elected at the same time and in the same manner as the President, shall perform the duties of the President in the President's absence or during the President's disability as well as other duties that may be assigned to him by the Stockholders.

4.4 There shall be a Secretary and a Treasurer of Ru-Vel, Inc., elected in the same time and in the same manner as the Vice-President. The Secretary's duties shall be:

a) To execute documents on behalf of Ru-Vel, Inc. with the President,

b) To keep the minutes of all meetings, and

c) To keep the seal of Ru-Vel, Inc. and affix the same to any writing to which it is necessary to affix such seal.

d) The Treasurer shall keep the financial books of Ru-Vel, Inc., maintain the check book and other accounts and perform such duties as are assigned by the President.

4.5 Any one person may hold two of the above offices, however the President shall not hold the office of Secretary or Vice President.

4.6 Any officer of Ru-Vel, Inc. may be removed at any time by a vote of the Stockholders and, in the event of a vacancy the same may be filled at any meeting thereof by a 70% vote of the Stockholders

4.7 Officers and committee members serve without compensation.

V. Amendments:

The By-Laws of Ru-Vel, Inc. may be amended at any time by approval of 70% of the Stockholders. No By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

VI. Terms of Ownership and Voting Rights:

6.1 Stock Ownership entitles each Stockholder to exclusive use of the apartment designated on the Stockholder's stock certificate, as well as Ownership of all furnishings within the apartment designated on the stock certificate, subject to reasonable restrictions and conditions as follows:

6.2 The land and apartment building as designated on the Stockholder's stock certificate may not be encumbered by a mortgage or otherwise without the approval of 70% of the Stockholders.

6.3 No structural changes or changes to windows and doors may be made to any apartment without the approval of 70% of the Stockholders. All changes must comply with all state and local laws, codes and regulations.

6.4 When a Stockholder desires to sell or transfer their share in , Ru-Vel, Inc., all existing Stockholders must be notified in writing of the transfer or sale and must approve or disapprove the transfer or sale in writing prior to the transfer or sale occurring. The forms to be utilized for transfer or sale approval are attached hereto as composite Exhibit "A". The forms for approval of transfer or sale of a unit maybe requested from the Secretary.

6.5 Transferor Remains Stockholder

Except to the extent that Florida Law provides otherwise, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in the share register of Ru-Vel, Inc.

6.6 Signing of Instrument of Transfer

If a Stockholder or their attorney-in-fact, signs an instrument of transfer in respect of shares registered in the name of the Stockholder, the signed instrument of transfer constitutes a complete and sufficient authority to Ru-Vel, Inc. to register the number of shares specified in the instrument of transfer or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer to the transferee named in such instrument.

6.7 Inquiry as to Title Not Required

No Officer or agent of Ru-Vel, Inc. is:

a) bound to inquire into the title of the person named in the instrument of transfer as transferee; or

b) liable for any claim related to registering the transfer by the Stockholder of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares

6.8 In the event Stockholders decide to sell the building such sale must be approved by 70% of the Stockholders. Distribution of the net proceeds following the sale shall be divided among the Stockholders in proportion to their number of shares held.

6.9 Rental of Apartments:

In the event that any Ru-Vel Inc. Stockholder does not desire to occupy their apartment, that apartment may be rented subject to the following conditions:

a) A Stockholder may not rent out their unit more than three (3) times in a calendar year and the rental must be for a minimum period of one week.

6.10 No pets are permitted;

6.11 Ru-Vel, Inc. will maintain the property, keep appropriate records as required by sound accounting practices and government requirements, pay the common expenses, assess each Stockholder annually the proportionate cost of these items, which assessment the Stockholder shall paid to Ru-Vel, Inc.

VII. Assessments:

Regular Assessments:

7.1 Common expenses include the expenses of the operation, maintenance, repair, or replacement of Ru-Vel, Inc.'s property and any other expense, whether or not included in this paragraph, designated as common expense by Florida law or the officers.

7.2 The Treasurer shall prepare an operating budget detailing the estimated common expenses for Ru–Vel, Inc. for the next year and this shall form the base for the regular assessment.

7.3 The regular assessment for each Stockholder shall be 10% of the budgeted assessment amount.

7.4 Regular assessments are due by November 30th of each year.

7.5 The Officers shall mail, hand deliver, or electronically transmit to each Stockholder at the address last furnished to Ru-Vel, Inc., a meeting notice and copies of the proposed annual budget not less than fourteen (14) days prior to the meeting at which the budget is to be considered. If the new proposal is more than 115% of the preceding year assessment this notice shall be given not more than thirty (30) days and not less than fourteen (14) days before the meeting date.

Special Assessments:

7.6 In the event that there are unforeseen expenses not included in the budget and/or there is a need for emergency repairs that will deplete the cash position of Ru-Vel, Inc., the President may call a special meeting to consider a special assessment. A special meeting shall be called and the Stockholders shall be provided with the notice of meeting together with the relevant documents regarding the expenses. The agenda for the meeting shall include copies of the special assessment which shall be voted upon at the meeting. In the event that the special assessment is approved by 70% of the Stockholders, each Stockholder will pay the estimated additional expenses as a special assessment.

7.7 Special assessments are due within 30 days of the date that they are approved unless otherwise specified by the Stockholders. The procedures for a special assessment will be the same as for a regular assessment.

7.8 Taxes are the responsibility of the Stockholder and are to be paid by the Stockholders directly to the Treasurer of Broward County with proof of payment to be provided to the Ru-Vel Inc. Treasurer on or before the date of payment of the taxes.

7. 9 In the event that taxes on an apartment become delinquent for one year, such unpaid taxes maybe paid by Ru-Vel, Inc. and will be added to that apartment as part of its assessment.

VIII. Maintenance Responsibilities:

8.1 A working smoke detector, is required in each apartment which shall be provided and maintained by the Stockholders.

8.2 Insurance is carried by Ru-Vel, Inc. on its property for the common elements. Each Stockholder shall carry insurance upon their own personal property.

8.3 Ru-Vel, Inc. will provide access to utilities for each apartment, as well as scheduled garbage pickup.

8.4 Each Stockholder is responsible for providing their electric service, telephone, cable television, and other personal amenities.

8.5 Plumbing from the street to the supply lines of bathrooms or kitchens, as well as sewer lines from the floor or wall to the street are the responsibility of Ru-Vel Inc.

8.6 Plumbing within the apartment from the supply lines to the fixtures shall be the responsibility of the Stockholders with one exception: if interior plumbing or tile is damaged while repairing the supply line, or if the ceilings or walls are damaged by broken water lines, then repair shall be the responsibility of Ru-Vel Inc.

8.7 Replacement of plumbing within an apartment shall be the responsibility of the Stockholders.

8.8 Electrical repairs or replacements from the house meter box to the individual outlets are the responsibility of Ru-Vel Inc.

8.9 Replacement of fuses and circuit breakers within a unit or any modernization of fuse boxes, circuit breaker boxes or outlets is the responsibility of the Stockholders.

8.10 Individual heating and cooling units including the wiring are the responsibility of the Stockholders.

8.11 Exterior doors and windows are the responsibility of each Stockholder, however, exterior doors and windows may only be replaced subject to the provisions of this document regarding windows and doors. Repair of outside door locks, windows, or louvers is the responsibility of Ru-Vel Inc.

8.12 Ru-Vel, Inc. shall pay the deductible and other damages not covered by the Ru-Vel Inc. insurance policies on damages to property owned by the Ru-Vel, Inc..

IX. Rights of Stockholders to Peacefully Assemble:

All common areas and recreational facilities serving Ru-Vel, Inc. shall be available to Stockholders in Ru-Vel, Inc. and their invited guests for the use intended for such common areas and recreational facilities. Holders

X. Taxation of Ru-Vel, Inc. Parcels:

Ad valorem taxes and special assessments by taxing authorities shall be assessed against Ru-Vel, Inc. parcels and not upon Ru-Vel, Inc. property as a whole. No ad valorem tax or special assessment may be separately assessed against common areas if the common areas are owned by Ru-Vel, Inc. or are jointly owned by the Stockholders of Ru-Vel, Inc.. Each Ru-Vel, Inc. parcel shall be separately assessed for ad valorem taxes and special

assessments as a single parcel. The property appraiser must be provided the necessary documents, as evidenced in the official records of the clerk of the circuit court of the county, to make a determination as to the Ownership of a Ru-Vel, Inc. parcel for assessment and homestead tax exemption purposes. The taxes and special assessments levied against each Ru-Vel, Inc. parcel shall constitute a lien only upon the Ru-Vel, Inc. parcel assessed and upon no other portion of the Ru-Vel, Inc. property.

XI. Rents and Assessments; Liability; Lien and Priority; Interest; Collection; Collaborative Ownership:

11.1 An apartment, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all rents and assessments coming due while the Stockholders is entitled to exclusive possession of a unit.

11.2 The liability for rents and assessments may not be avoided by waiver of the use or enjoyment of any common areas or by abandonment of the apartment for which the rents and assessments are made.

11.3 Rents and assessments and installments on them, not paid when due, bear interest at the rate of 18% per annum. Ru-Vel, Inc. may charge an administrative late fee in addition to such interest, not to exceed the greater of $25 or 5 percent of each installment of the assessment, for each delinquent installment that the payment is late. Any payment received by Ru-Vel, Inc. must be applied first to any interest accrued by Ru-Vel, Inc., then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment.

11.4 Ru-Vel, Inc. has a lien on each Ru-Vel, Inc. parcel for any unpaid rents and assessments, plus interest, and any authorized administrative late fees. The lien also secures reasonable attorney fees incurred by Ru-Vel, Inc. incident to the collection of the rents and assessments or enforcement of such lien. The lien is effective from and after recording a claim of lien in the public records of Broward County which states the description of the Ru-Vel, Inc. parcel, the name of the Stockholders, the amount due, and the due dates. A lien may not be filed by Ru-Vel, Inc. against a Stockholder's parcel until 30 days after the date on which a notice of intent to file a lien has been delivered to the Stockholders.

11.5 Notice of intent to file lien must be sent to a given Stockholders in accordance with Florida law.

11.6 Liens for rents and assessments may be foreclosed by suit brought in the name of Ru-Vel, Inc., in like manner as a foreclosure of a mortgage on real property. In any foreclosure, the Stockholders shall pay a reasonable rental for the apartment and is entitled to the appointment of a receiver to collect the rent. Ru-Vel, Inc. has the power to bid on Stockholder's parcel at the foreclosure sale and to acquire and hold, lease, mortgage, or convey it. Suit to recover a money judgment for unpaid rents and assessments may be maintained without waiving the lien securing them.

XII. Stockholders' Pre-emptive Rights:

Before issuing, allotting, selling or otherwise disposing of any unissued shares and any issued shares held by Ru-Vel, Inc., the Officers shall first offer those shares pro rata to the Stockholders. The offer shall be made by notice specifying the number of shares offered and limiting a time for acceptance. After the expiration of the time for acceptance or on receipt of written confirmation from the Stockholder or Stockholders to whom the offer is made that the Stockholder or Stockholders decline(s) to accept the offer, and if there are no other Stockholders holding shares who should first receive an offer, the Officers may, for three (3) months thereafter, issue, allot, sell or otherwise dispose of the shares to such persons and in such manner as they think most beneficial to Ru-Vel, Inc.; but the offer to those persons shall not be at a price less than, or on terms more favorable than, the offer to the Stockholders.

XIII. Indemnification of Officers:

Subject to the statutes or laws of the State of Florida, every Officer of Ru-Vel, Inc. and their heirs, executors, administrators and other personal legal representatives shall, from time to time and at all times while holding that office be indemnified and saved harmless by Ru-Vel, Inc. from and against:

a) any liability and all costs, charges and expenses that such officer(s) sustain or incur in respect of any action, suit, or proceeding that is proposed or commenced against them in respect of anything done or permitted by them while they were acting in good faith in the reasonable execution of the duties of their office or position, and

b) all other costs, charges and expenses that they properly sustain or incur in respect of the affairs of Ru-Vel, Inc., provided such Officer or Officers have acted within their authorized authority in good faith and in the best interests of Ru-Vel, Inc..

XIV. Intent:

14.1 We hereby resolve that the following paragraph be typewritten on the new stock certificates issued March 7, 1998, and that all future stock certificates carry this paragraph also:

"Ownership of the shares represented by this certificate entitles the registered owner hereof to the exclusive use of apartment No._____ in Hollywood Ru-Vel Inc., Hollywood, Florida; subject to the conditions, limitations, restrictions, and regulations set forth in By-laws adopted by the Stockholders of HOLLYWOOD RU-VEL, INC. at a meeting held on April 5, 2015. AMONG OTHER THINGS THE AFORESAID BY-LAWS RESTRICT THE RIGHT TO TRANSFER SHARES REPRESENTED BY THIS CERTIFICATE."

14.2 It is the intent of Ru-Vel, Inc. that the amended and reinstated By-Laws set forth herein are in full compliance with Florida law as of the date these By-Laws are amended. Anything to the contrary in these documents is unintentional and these By-laws shall be interpreted to be in compliance with Florida law.

14.3 Robert's Rules of Order (as amended from time to time) shall govern the conduct of Ru-Vel, Inc.'s meetings to the extent those are not in conflict with these Amended and Restated By-laws or the laws of the State of Florida.

The undersigned being the Secretary of the Hollywood Ru-Vel Inc., a Corporation incorporated under the laws of the State of Florida does hereby certify that the foregoing Amended and Restated By-Laws were adopted as the Bylaws of said Corporation at a meeting held for such purpose on the_4_ day of __April___, 2015.

Hollywood Ru-Vel Inc.

Secretary: __Patricia J Perkins___ Patricia J Perkins

Date: _April 4, 2015___

LindaHD/ClientFolderMSG/HollywoodRu-Vel/2015BylawRevisionscln150309

Instr# 114531845, Page 1 of 3, Recorded 07/31/2017 at 01:53 PM
Broward County Commission
Deed Doc Stamps: $0.70

2

Contract # 334

RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

This Agreement made and entered into this 30 day of March, 2017, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and HOLLYWOOD RU-VEL INC. (Property Owner"), a corporation established pursuant to Chapter 718, Florida Statutes located at 320 McKinley Street #3, Hollywood, FL 33019 ("Property").

WHEREAS, the CRA is burying all overhead utility lines, including AT&T, Comcast, and FPL lines, in the area east of A1A from Oklahoma Street north to Lee Street ("Project"); and

WHEREAS, the Project involves a streetscape component which includes the installation of decorative pavers on the streets and streetends; and

WHEREAS, the Property is located adjacent to the Project area; and

WHEREAS, the CRA has identified a need to relocate the drainage areas on the Property in order to prevent damage to the new pavers installed within the Project area; and

WHEREAS, the relocation of the drainage areas will be performed at no cost to the Condo Association/Property Owner; and

WHEREAS, in order to perform relocation of the drainage areas on the Property, the Condo Association/Property Owner will need to grant a right of entry permit and a temporary construction easement to the CRA and its contractor;

WHEREAS, it is the responsibility of the Condo Association/Property Owner to notify all unit owners and tenants of the Property about the project and the temporary easement;

NOW, therefore, in consideration of the benefit of the free relocation of the drainage areas, the Condo Association/Property Owner permits the CRA and its contractor the right of reasonable entry and temporary construction easement upon the Property. The right of entry permit and the temporary construction easement are for the portion of the Property that is shown on the drawing attached as Exhibit "A."

The Condo Association/Property Owner agrees to the following:

1. The Condo Association/Property Owner will allow the CRA and its contractor reasonable access to enter and reenter the Property for a period of up

to 12 months from the date of this agreement for the purpose of relocating the drainage areas.

2. The Condo Association/Property Owner hereby agrees that this agreement shall not be considered a permanent easement. Upon the completion of the work to relocate the drainage areas, the improvements will become a part of the common elements of the Property and shall be the sole responsibility of the Condo Association/Property Owner.

3. The Condo Association/Property Owner hereby agrees that the CRA and its contractor shall not be liable for the drainage area upon completion of the work.

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by RICK PERKINS, property owner, this 30 day of MARCH, 2017.

Hollywood, Florida Community Redevelopment Agency

ATTEST: _____
Phyllis Lewis, Secretary

BY: _____
Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency, only.

_____
~~Jeffrey P. Sheffel,~~ General Counsel
ACTING

HOLLYWOOD RU-VEL, INC.

BY: _____
Rick Perkins, ~~Registered Agent~~

NOTARY PUBLIC STATE OF OHIO

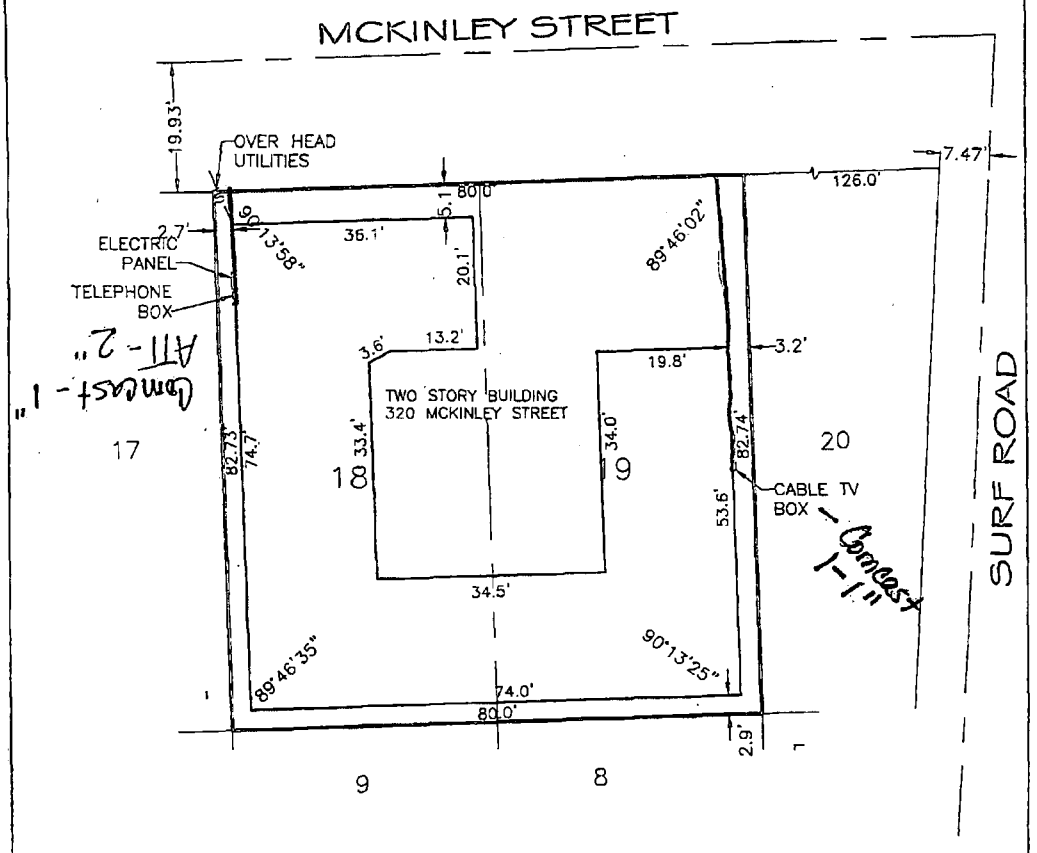
NOTARY
MEGAN ROSSETTI
Notary Public, State of Ohio
My Commission Expires
November 16, 2021

Signed in my presence by Rick Perkins on the 30th day of March, 2017.

Megan Rossetti
Notary Public

DESCRIPTION:

LOTS 18 AND 19, BLOCK 9, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



NOTES
1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
2) FOR THE PURPOSE OF UTILITY PERMITTING AND RE-CONSTRUCTION. NOT A BOUNDARY SURVEY.
3) ADDITION OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITH OUT WRITTEN CONSENT OF THE SIGNING PARTY.
4) NORTH ARROW RELATIVE TO ASSUMED EAST ALONG THE CENTERLINE OF MCKINLEY STREET.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

REVISION	DATE	BY

SPECIFIC PURPOSE SURVEY

JOB #: RN6676	DATE: 03/05/16
SCALE: 1"= 20'	FILE No.:
DRAWN BY: CM	CHECKED BY: SKS

STEPHEN K. SEELEY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102177
Street Address: 322-324 NEBRASKA STREET
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lot 17, Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: Maria Olivera, a married woman

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 of 4

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1530

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: __X_____ Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 24, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102177
Street Address: 322-324 NEBRASKA STREET
County: Broward

DEEDS & CONVEYANCES:

1. **Warranty Deed from Maria Koscheck, a single woman, to Minnie Cummings, dated October 24, 1957, and recorded in Official Records Book 1052, Page 628.** ***Note: Best copy provided.***

2. **Warranty Deed from Arthur F. Cummins, Sr., joined by his wife, Joan W. Cummin, to Arthur F. Cummins, Sr. and Joan W. Cummins, his wife, dated July 31, 1984, filed August 6, 1984, and recorded in Official Records Book 11911, Page 266.**

3. **Death Certificate for Arthur F. Cummins Sr. filed September 15, 1994, and recorded in Official Records Book 22614, Page 878.**

4. **Warranty Deed from Joan W. Cummin, the unremarried widow of Arthur F. Cummins, Sr., to Daniel Rivadeneira, a single man, dated February 20, 1996, filed February 26, 1996, and recorded in Official Records Book 24530, Page 317.**

5. **Warranty Deed from Daniel Rivadeneira, a married man, to Edward Babik, a single man, dated May 4, 1999, filed May 13, 1999, and recorded in Official Records Book 29452, Page 1500.**

6. **Warranty Deed from Edward Babik, a single man, to Errol Kalipersad, a single man, dated May 12, 1999, filed June 8, 1999, and recorded in Official Records Book 29529, Page 272.**

7. **Warranty Deed from Errol Kalipersad, a single man, to Hamid P. Lakhani and Parveen H. Lakhani, his wife, dated May 3, 2001, filed May 22, 2001, and recorded in Official Records Book 31621, Page 633.**

8. **Warranty Deed from Hamid P. Lakhani and Parveen H. Lakhani, his wife, to Maria Olivera, a married woman, dated November 25, 2003, filed December 5, 2003, and recorded in Official Records Book 36542, Page 1342.**

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage between Maria Olivera, a married person, and MERS as nominee for First Magnus Financial Corporation, dated April 20, 2006, filed May 4, 2006, and recorded in Official Records Book 41953, Page 1932; Assignment of Mortgage to U.S. Bank, National Association as Trustee for WAMU Mortgage Pass through Certificate for WMALT Series 2006-AR5, filed February 18, 2018, and recorded in Official Records Book 46884, Page 1894 and in Official Records Book 46974, Page 1160; Modification Agreement filed March 2, 2020, and recorded in Instrument # 116385194.**

2. **Default Final Judgment filed July 2, 2021, and recorded in Instrument # 117396152.**

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102177
Street Address: 322-324 NEBRASKA STREET
County: Broward

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**
2. **Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**
3. **Ordinance No. 86-90 filed December 26, 1966, and recorded in Official Records Book 14022, Page 900; Re-recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**
4. **Perpetual Palm Tree Easement filed May 14, 1998, and recorded in Official Records Book 28220, Page 750.**
5. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510**
6. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**
7. **City of Hollywood Historic Preservation Board Resolution No. 06-H-107 filed January 17, 2007, and recorded in Official Records Book 43442, Page 1496.**
8. **Right of Entry Permit and Temporary Construction Easement Agreement filed January 17, 2017, and recorded in Instrument # 114152530.**

RIGHT-OF-WAY:

NONE

NAME SEARCH:

Maria Olivera

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102177
Street Address: 322-324 NEBRASKA STREET
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	**322-324 NEBRASKA STREET, HOLLYWOOD FL 33019**	ID #	5142 12 01 1530
Property Owner	OLIVERA, MARIA	**Millage**	0513
Mailing Address	322 NEBRASKA ST HOLLYWOOD FL 33019-3439	**Use**	08-03

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 17 BLK 10

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	**Assessed / SOH Value**	**Tax**
2023*	$149,000	$764,940	$913,940	$729,150	
2022	$149,000	$603,190	$752,190	$662,870	$15,288.53
2021	$149,000	$453,610	$602,610	$602,610	$13,555.29

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$913,940	$913,940	$913,940	$913,940
Portability	0	0	0	0
Assessed/SOH	$729,150	$913,940	$729,150	$729,150
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$729,150	$913,940	$729,150	$729,150

Sales History

Date	**Type**	Price	Book/Page or CIN
11/25/2003	WD	$370,000	**36542 / 1342**
5/3/2001	WD	$270,000	**31621 / 633**
5/12/1999	WD	$230,000	**29529 / 272**
5/4/1999	WD	$205,000	**29452 / 1500**
2/16/1996	WD	$185,500	**24530 / 317**

Land Calculations

Price	Factor	**Type**
$45.07	3,306	SF
Adj. Bldg. S.F. (Card, Sketch)		1670
Units		3
Eff./Act. Year Built: 1965/1939		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
R								
3								

Real Estate Account #514212-01-1530

Owner: OLIVERA,MARIA
Situs: 322-324 NEBRASKA ST

Parcel details
GIS
Property Appraiser

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687354	LE-48100	0513	$0.00	PAID Print (PDF)

If paid by: Nov 30, 2022
Please pay: $0.00

Combined taxes and assessments: $15,288.53

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

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	$662,870.00	$0.00	$662,870.00	$3,666.07
VOTED DEBT	0.13840	$662,870.00	$0.00	$662,870.00	$91.74
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$752,190.00	$0.00	$752,190.00	$3,347.99
CAPITAL OUTLAY	1.50000	$752,190.00	$0.00	$752,190.00	$1,128.29
VOTER APPROVED DEBT LEVY	0.18730	$752,190.00	$0.00	$752,190.00	$140.89
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	$662,870.00	$0.00	$662,870.00	$21.68
OKEECHOBEE BASIN	0.10260	$662,870.00	$0.00	$662,870.00	$68.01
SFWMD DISTRICT	0.09480	$662,870.00	$0.00	$662,870.00	$62.84
SOUTH BROWARD HOSPITAL	0.10100	$662,870.00	$0.00	$662,870.00	$66.95
Total Ad Valorem Taxes	**20.77520**				**$14,319.53**

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$662,870.00	$0.00	$662,870.00	$298.29
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	$662,870.00	$0.00	$662,870.00	$4,949.32
DEBT SERVICE	0.68820	$662,870.00	$0.00	$662,870.00	$456.25
FL INLAND NAVIGATION	0.03200	$662,870.00	$0.00	$662,870.00	$21.21
Total Ad Valorem Taxes	**20.77520**				**$14,319.53**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$912.00
HLWD FIRE INSPECTION		$57.00
Total Non-Ad Valorem Assessments		**$969.00**

Parcel Details

Owner: OLIVERA,MARIA

Situs: 322-324 NEBRASKA ST

Account 514212-01-1530

Alternate Key 657354

Millage code 0513 - HOLLYWOOD 0513

Millage rate 20.77520

Escrow company: SELECT PORTFOLIO SERVICING INC (LE-43100)
1123 S. PARKVIEW DRIVE
COVINA, CA 91724

Assessed value: $662,870

School assessed value: $752,190

2022 TAX AMOUNTS

Ad valorem: $14,319.53

Non-ad valorem: $969.00

Total Discountable: $15,288.53

Total tax: $15,288.53

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 17 BLK 10

LOCATION

Book, page, item: --

Property class:

Township: 51

Range: 42

Section: 12

Use code: 08

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

© 2019-2023 Grant Street Group. All rights reserved.

Search > Account Summary

Real Estate Account #514212-01-1530

Owner:
OLIVERA,MARIA

Situs:
322-324 NEBRASKA ST

Parcel details
GIS
Property Appraiser

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/28/2022** for **$14,676.99**.

Account History

BILL	AMOUNT DUE	STATUS			ACTION
2022 Annual Bill	$0.00	**Paid** $14,676.99	11/28/2022	**Receipt** #EEX-22-00000477	Print (PDF)
2021 Annual Bill	$0.00	**Paid** $13,013.08	11/23/2021	**Receipt** #EEX-21-00001083	Print (PDF)
2020 Annual Bill	$0.00	**Paid** $12,320.31	11/30/2020	**Receipt** #EEX-20-00000507	Print (PDF)
2019 Annual Bill	$0.00	**Paid** $11,289.46	11/27/2019	**Receipt** #EEX-19-00001267	Print (PDF)
2018 Annual Bill	$0.00	**Paid** $10,335.00	11/29/2018	**Receipt** #EEX-18-00001177	Print (PDF)
2017 Annual Bill	$0.00	**Paid** $9,296.40	11/27/2017	**Receipt** #EEX-17-00000379	Print (PDF)
2016 Annual Bill	$0.00	**Paid** $8,564.34	11/23/2016	**Receipt** #EEX-16-00000973	Print (PDF)
2015 Annual Bill	$0.00	**Paid** $7,834.54	11/19/2015	**Receipt** #EEX-15-00001029	Print (PDF)
2014 Annual Bill	$0.00	**Paid** $7,310.76	11/24/2014	**Receipt** #EEX-14-00000961	Print (PDF)
2013 Annual Bill	$0.00	**Paid** $6,827.74	11/22/2013	**Receipt** #EEX-13-00001001	Print (PDF)
2012 Annual Bill	$0.00	**Paid** $6,176.75	11/28/2012	**Receipt** #EEX-12-00000843	Print (PDF)
2011 Annual Bill	$0.00	**Paid** $7,744.12	11/28/2011	**Receipt** #EEX-11-00000201	Print (PDF)
2010 Annual Bill	$0.00	**Paid** $7,968.97	11/23/2010	**Receipt** #EEX-10-00000185	Print (PDF)
2009 Annual Bill	$0.00	**Paid** $9,742.17	11/29/2009	**Receipt** #R8X2-09-00050918	Print (PDF)
2008 Annual Bill	$0.00	**Paid** $11,008.51	12/26/2008	**Receipt** #2008-1602726	Print (PDF)
2007					
2007 Annual Bill	$0.00	**Paid** $14,384.27	12/26/2008	**Receipt** #2008-1602726	Print (PDF)
Refund		**Processed** $275.59	03/04/2009	**To** WASHINGTON MUTUAL	
Certificate #17772		**Redeemed**	02/04/2009	**Face** $12,967.75, **Rate** 15%	
		Paid $14,384.27			
2006 Annual Bill	$0.00	**Paid** $12,165.60	11/30/2006	**Receipt** #2006-8002619	Print (PDF)
2005 Annual Bill	$0.00	**Paid** $10,405.54	05/05/2006	**Receipt** #2005-3015466	Print (PDF)
2004 Annual Bill	$0.00	**Paid** $8,401.50	11/30/2004	**Receipt** #2004-9177213	Print (PDF)
2002					
2002 Annual Bill	$0.00	**Paid** $7,462.65	12/05/2003	**Receipt** #2003-1600477	Print (PDF)
Total Amount Due	**$0.00**				

BILL	AMOUNT DUE	STATUS			ACTION
Certificate #7204		Redeemed	12/17/2003	Face $7,101.33, Rate 0.25%	
		Paid $7,462.65			
2001					
2001 Annual Bill	$0.00	Paid $6,626.27	12/05/2003	Receipt #2003-1600477	Print (PDF)
Certificate #7728		Redeemed	12/17/2003	Face $6,067.62, Rate 5.75%	
		Paid $6,626.27			
Total Amount Due	$0.00				

© 2019 - 2023 Grant Street Group. All rights reserved.

868737

1052 628

Warranty Deed

This Indenture Made this [illegible] day of October A.D. 19[illegible]

BETWEEN Maria Koschek, a single woman,

of the County of Broward and State of Florida party of the first part and [illegible], Hollywood, Florida,

party of the second part, WITNESSETH, that the said party of the first part for and in consideration of the sum of [illegible] and other valuable considerations to him in hand paid, the receipt whereof is hereby acknowledged has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto the said party of the second part and [illegible] heirs and assigns forever, all that certain parcel of land lying and being in the County of Broward and State of Florida, particularly described as follows:

Lot [illegible] of HOLLYWOOD [illegible] according to the plat thereof, recorded in Plat Book 1, page [illegible], of the public records of Broward County, Florida, subject also to the [illegible] thereon.

Subject to existing mortgage in favor of William H. [illegible] and Elaine M. Pacos, his wife, in the original principal sum of $16,000.00, recorded in Mortgage Book 5[illegible], page [illegible], Broward County Records, which the grantee herein assumes and agrees to pay.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and remainders thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the same in fee simple forever. And the said party of the first part does covenant with the said party of the second part that she is lawfully seized of the said premises that they are free from all encumbrances and that she has good right and lawful authority to sell the same, and that the said party of the first part does hereby fully warrant the title to the said premises, and will defend the same against the lawful claims of all persons whomsoever.

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

Signed, Sealed and Delivered in Our Presence:

Edward R. Cowan — Maria Koschek (SEAL)

Irene Lester (SEAL)

(SEAL)

(SEAL)

State of FLORIDA
County of BROWARD

FRANK H. MARKS, CLERK OF CIRCUIT COURT

I HEREBY CERTIFY, That on this 24th day of October A.D. 19 57 before me personally appeared:

Maria Koschek, a single woman,

to me known to be the person described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be her 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.

Lillian L. Martin (SEAL)
Notary Public

My commission expires:

Order: 23-102177 Page 1 of 1 Requested By: jasonalonso, Printed: 8/29/2023 2:24 PM
Doc: FLBROW:1052-00628

84-274422

This instrument was prepared by

RUSSELL M. HAYSON
4600 Sheridan Street
HOLLYWOOD, FLORIDA 33021

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 31 day of July 19 84, **Between**

ARTHUR F. CUMMINS, SR., joined by his wife, JOAN W. CUMMINS

of the County of Broward, State of Florida, grantor*, and

ARTHUR F. CUMMINS, SR. and JOAN W. CUMMINS, his wife

whose post office address is 322 Nebraska Street, Hollywood

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, 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.

Lot 17 in Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, page 31, of the Public Records of Broward County, Florida

$ .45 has been paid in Broward County for Documentary Stamp Taxes required by law.
Deputy

Please Return To:
ATTY. [illegible] HAYSON
4600 [illegible] Street
Hollywood, Florida 33021

Please Return To:
ATTY. [illegible] HAYSON
4600 [illegible] Street
Hollywood, Florida 33021

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Mabel H. McMillan
Barbara A. Pierce

Arthur F. Cummins Sr. (Seal)
Arthur F. Cummins, Sr.

Joan W. Cummins (Seal)
Joan W. Cummins

(Seal)

(Seal)

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared ARTHUR F. CUMMINS, SR., joined by his wife, JOAN W. CUMMINS

to me known to be the person s 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 31 day of July 19 84.

Barbara A. Pierce
Notary Public

My commission expires:
Notary Public, State of Florida
My Commission Expires May 27, 1986
Bonded Thru Troy Fain - Insurance, Inc.

OFF REC 11911 PAGE 268

5

This instrument prepared by:
RUSSELL M. HAYSON
PALLOTTO, HAYSON AND MURPHY
3860 Sheridan Street
Hollywood, Florida 33021

94-454837 T#001
09-15-94 03:26PM

Record and Return to:
PALLOTTO, HAYSON AND MURPHY
3860 Sheridan Street
Hollywood, Florida 33021

Cover Page for Death Certificate for ARTHUR F. CUMMINS SR.

Legal Description:

Lot 17 in Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

BK22614 PG0878

1(8)pl

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

CERTIFICATE OF DEATH
FLORIDA

LOCAL FILE NO. 290

1 DECEDENT'S NAME — FIRST: Arthur — MIDDLE: F — LAST: Cummins Sr.

2 SEX: Male

3 DATE OF DEATH (Month, Day, Year): May 10, 1994

4 SOCIAL SECURITY NUMBER: 149-01-3488

5a AGE (Last Birthday) (Years): 77 — 5b UNDER 1 YEAR: Months / Days — 5c UNDER 1 Day: Hours / Minutes

6 DATE OF BIRTH (Month, Day, Year): March 15, 1917

7 BIRTHPLACE (City and State or Foreign Country): West New York, New Jersey

8 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No): Yes

9a PLACE OF DEATH (Check only one; see instructions on other side): HOSPITAL ☒ Inpatient ☐ ER/Outpatient ☐ DOA — OTHER ☐ Nursing Home ☐ Residence ☐ Other (Specify)

9b INSIDE CITY LIMITS? (Yes or No): yes

9c FACILITY NAME (If not institution, give street and number): Fishermans Hospital

9d CITY, TOWN, OR LOCATION OF DEATH: Marathon

9e COUNTY OF DEATH: Monroe

10a DECEDENT'S USUAL OCCUPATION: Self-Employed

10b KIND OF BUSINESS/INDUSTRY: Trucking Co.

11 MARITAL STATUS (Married, Never Married, Widowed, Divorced (Specify)): Married

12 SURVIVING SPOUSE (If wife, give maiden name): Joan W. Walker

13a RESIDENCE – STATE: Florida

13b COUNTY: Broward

13c CITY, TOWN, OR LOCATION: Hollywood

13d STREET AND NUMBER: 322 Nebraska Street

13e INSIDE CITY LIMITS? (Yes or No): Yes

13f ZIP CODE: 33019

14 WAS DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify No or Yes – If yes, specify Haitian, Cuban, Mexican, Puerto Rican, etc.): ☒ No ☐ Yes — Specify

15 RACE – American Indian, Black, White, etc. Specify: White

16 DECEDENT'S EDUCATION (Specify only highest grade completed): Elementary/Secondary (0-12): — College: 2

17 FATHER'S NAME (First, Middle, Last): Arthur L Cummins

18 MOTHER'S NAME (First, Middle, Maiden Surname): Minnie Beck

19a INFORMANT'S NAME (Type/Print): Mrs. Joan Cummins

19c MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, Zip Code): 322 Nebraska St. Hollywood, FL 33019

20a METHOD OF DISPOSITION: ☐ Burial ☒ Cremation ☐ Removal from State ☐ Donation ☐ Other (Specify)

20b PLACE OF DISPOSITION (Name of cemetery, crematory, or other place): Abco Crematory

20c LOCATION – City or Town, State: Ft.Lauderdale, FL

21a SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH: Lonnie Domasky

21b LICENSE NUMBER (of Licensee): 3325

21c NAME AND ADDRESS OF FACILITY: Panciera Memorial Home 4200 Hollywood Blvd. Hollywood, FL

22a To the best of my knowledge, death occurred at the time, date, and place and due to the cause(s) stated. (Signature and Title): Chris Dayton MD

22b DATE SIGNED (Mo., Day, Yr.): May 11, 1994

22c HOUR OF DEATH: (1630) 4:30 PM

22d NAME OF ATTENDING PHYSICIAN (If OTHER THAN CERTIFIER) (Type or Print):

23a On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner as stated. (Signature and Title):

23b DATE SIGNED (Mo., Day, Yr.)

23c HOUR OF DEATH

23d PRONOUNCED DEAD (Mo., Day, Yr.)

23e PRONOUNCED DEAD (Hour)

24 NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, MEDICAL EXAMINER) (Type or Print): David Dayton, MD 5 Marshall Bldg. Mile Marker 30.5, Ocean US 1, Big Pine Key, FL 33043

25a SUBREGISTRAR – SIGNATURE AND DATE: May 11,1994

25b LOCAL REGISTRAR – SIGNATURE: Suzanne Freschetti

25c DATE REGISTERED: May 17, 1994

26 PART I. Enter the diseases, injuries, or c[illegible] or heart failure. List only one cau[illegible]

IMMEDIATE CAUSE (Final disease or condition resulting in death) → a.

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST: b. c. d.

CAUSE OF DEATH NOT FILMED PER F.S. 382.008 AND F.S. 382.0256

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I: Chronic liver disease

27a WAS AN AUTOPSY PERFORMED? (Yes or No): No

27b WERE AUTOPSY FINDINGS USED TO COMPLETE CAUSE OF DEATH? (Yes or No)

[illegible] TO MEDICAL EXAMINER? (Yes or No): Yes

29 IF FEMALE, WAS THERE A PREGNANCY IN THE PAST 3 MONTHS? ☐ YES ☐ NO

30a IF SURGERY IS MENTIONED IN PART I or II ENTER CONDITION FOR WHICH IT WAS PERFORMED

30b DATE OF SURGERY (Mo., Day, Year)

31 PROBABLE MANNER OF DEATH (Specify): Natural, accident, suicide, homicide, or undetermined

32a DATE OF INJURY (Month, Day, Year)

32b TIME OF INJURY

32c INJURY AT WORK? (Yes or No)

32d DESCRIBE HOW INJURY OCCURRED

32e PLACE OF INJURY – At home, farm, street, factory, etc. (Specify)

32f LOCATION (Street and Number or Rural Route Number, City or Town, State)

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
DOUGLAS ANDRUS, CLERK

BK22614 PG0879

THIS IS A CERTIFIED TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

BY Suzanne Freschetti May 17,1994 State Registrar

WARNING: ANY REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY LAW. DO NOT ACCEPT UNLESS ON SECURITY PAPER WITH LINES AND SECURITY WATERMARK ON BACK AND COLORED BACKGROUND AND GOLD EMBOSSED GREAT SEAL OF THE STATE OF FLORIDA ON FRONT. ALTERATION OR ERASURE VOIDS THIS CERTIFICATION.

4622668

HRS FORM 1564A (4-93)

CERTIFICATION OF VITAL RECORD

96-088760 T#002
02-26-96 12:53PM

$ 1298.50
DOCU. STAMPS-DEED

RECVD.BROWARD CTY
B.JACK OSTERHOLT

COUNTY ADMIN.

Prepared by:
DOUGLAS M. DETARDO, ESQ.
4747 Hollywood Boulevard
Hollywood, FL 33021-6503
(954)-987-3400

RECORD & RETURN TO:
WILL CALL - GARY LEWIS
QUALITY CLOSINGS
701 PROMENADE DRIVE, STE 200
PEMBROKE PINES, FL 33028

Parcel ID Number: 1212-01-153
Grantee #1 TIN:
Grantee #2 TIN:

WARRANTY DEED

This Indenture made this 20 day of Feb., 1996 BETWEEN **JOAN W. CUMMINS, the unremarried widow of ARTHUR F. CUMMINS, SR.**

of The Danians, Building 600, 600 N.E. 2nd Street, #115, Dania, Florida 32004, GRANTOR, and
DANIEL RIVADENEIRA, a single man

of: 322 Nebraska Street, Hollywood, Florida 33019, GRANTEE,

W I T N E S S E T H , That said Grantor, for and in consideration of the sum of TEN AND 00/100'S ($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 grantee and grantee's heirs and assigns forever the following described land located in the County of Broward, State of Florida, to-wit:

Lot 17 in Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida

Subject to taxes for the year 1996, and subsequent years; conditions, restrictions, easements, reservations and limitations of record, if any, and zoning ordinances affecting said property.

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

"Grantor" and "Grantee" are used for singular or plural as context requires

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and

BK24530PG0317

2

seal the day and year first above written.

Signed, sealed and delivered in
our presence:

Joan W. Cummins (SEAL)
JOAN W. CUMMINS

Print Name DOUGLAS M. DETARDO

Susan G. Spee
Print Name: Susan G Spee

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 16 day of February, 1996, by JOAN W. CUMMINS, the unremarried widow of ARTHUR F. CUMMINS, SR., who is personally known to me or who has produced FLA DRIVERS LIC as identification and who did not take an oath.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

DOUGLAS M. DETARDO
MY COMMISSION # CC 361042
EXPIRES: April 25, 1998
Bonded Thru Notary Public Underwriters

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK24530PG0318

INSTR # 99251078
OR BK 29452 PG 1500
RECORDED 05/13/99 11:51 AM
COUNTY RECORDS DIVISION
BROWARD COUNTY
DOC TAX PD(F.S.201.02) 1,435.00
DEPUTY CLERK 1067

Prepared by and return to:

Law Offices of Ulysses Terry, Jr.
8333 West McNab Road
Suite 203
Tamarac, FL 33321

ULYSSES TERRY JR

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 4TH day of MAY, **1999** between
Daniel Rivadeneira, a married man
whose post office address is
830 N.W. 106 Terrace, Pembroke Pines, Florida 33026
grantor, and
Edward Babik, a single man
whose post office address is
325 S.E. 2nd Street, Hallandale, Florida 33009
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 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:

Lot 17, in Block 10 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Parcel Identification Number: 51-42-12-01-1530

GRANTOR AVERS THAT THIS IS NOT HIS HOMESTEAD PROPERTY, AND THAT HIS HOMESTEAD PROPERTY IS LOCATED AT: 830 N.W. 106TH TERRACE, PEMBROKE PINES, FL 33026

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 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, 1998.

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:

Witness Name: W. Jennifer Abdool

Daniel Rivadeneira (Seal)

Witness Name: SHARON WALKER

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 4TH day of MAY, 1999 by Daniel Rivadeneira, who ~~is personally known to me or~~ has produced a Driver's License as identification.
FL DL # R135 160 58 2-88-0

[Notary Seal]

SHARON WALKER
MY COMMISSION # CC522858
EXPIRES JAN. 07, 2000

Notary Public
Printed Name: SHARON WALKER

02

INSTR # 99310647
OR BK 29529 PG 0272
RECORDED 06/08/99 11:03 AM
COUNTY RECORDS DIVISION
BROWARD COUNTY
DOC TAX PD(F.S.201.02) 1,610.00
DEPUTY CLERK 1038

Prepared by and return to:
Sharon J. Walker
A1 Title Insurance Group, Inc.,
901 South State Road 7 Suite 280
Hollywood, Florida 33023
954-964-3020
File No.: **99-016B**
Will Call No.:

Grantee S.S. No. **261-95-7629**
Parcel Identification No. **1212-01-1530**

[Space Above This Line For Recording Data]

Warranty Deed

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

This Indenture made this **12th** day of **May**, **1999 Between**

Edward Babik, a single man whose post office address is
325 S.E. 2nd Street, Hallandale, Florida 33009 of the County of **Broward**, State of **Florida**, grantor*, and

Errol Kalipersad, a single man whose post office address is
322 Nebraska Street, 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:

Lot 17, Block 10, of Hollywood Beach First Addition, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

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.

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:

Sharon Walker
Witness Name: SHARON WALKER

Marjorie Fletcher
Witness Name: MARJORIE FLETCHER

Edward Babik (Seal)
Edward Babik

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12th day of May, 1999 by Edward Babik, who is ~~personally known to me or~~ has produced a Driver's License as identification. FL DL # B120-230-42-335-0

[Notary Seal]

NOTARY PUBLIC STATE OF FLORIDA
SHARON WALKER
My Commission CC522658
Expires Jan. 07, 2000

Sharon Walker
Notary Public
Printed Name: Sharon Walker
My Commission Expires: 1/7/00

1

Prepared by and Return to:
JENNIFER FRANCIS
COUNTYLINE TITLE GROUP, INC.
6030 HOLLYWOOD BLVD., #110
HOLLYWOOD, FLORIDA 33024
SS# - GRANTEE 1: - -
File No.: 7011320

INSTR # 101047997
OR BK 31621 PG 0633
RECORDED 05/22/2001 07:38 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 1,890.00
DEPUTY CLERK 1006

WARRANTY DEED

THIS INDENTURE, made this 3rd day of May, A.D. 2001 between

ERROL KALIPERSAD, a single man

as Grantor*, whose address is: 3690 N. 56TH AVENUE, #923, HOLLYWOOD, FLORIDA 33021 and

HAMID P. LAKHANI and PARVEEN H. LAKHANI, his wife

as Grantee*, whose address is: 322 NRBRASKA STREET, HOLLYWOOD, FLORIDA 33019

WITNESSETH: That the Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of BROWARD, State of Florida, to-wit:

Lot 17, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, a subdivision according to the plat or map thereof described in Plat Book 1, at page(s) 31, of the Public Records of BROWARD County, Florida.

Property Tax ID Number: 11212-01-15300

SUBJECT TO easements, restrictions and reservations of record, if any, and taxes for 2001 and subsequent years.

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

*Singular and plural are interchangeable as context requires.

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

Witnesses

(WITNESS 1) _____
PRINT OR TYPE NAME: SALLY GANPAT

(WITNESS 2) _____
PRINT OR TYPE NAME: JENIFFER ASDOOL

_____
ERROL KALIPERSAD

_____

State of FLORIDA
County of

The foregoing instrument was acknowledged before me on this 3rd day of May, 2001 by ERROL KALIPERSAD, a single man, who is known to me or who has produced _____ as identification and did _____ take an oath.

My Commission Expires: (SEAL)

_____
NOTARY PUBLIC
PRINT OR TYPE NAME:

Abzal Mohammed
Commission # CC 859467
Expires Aug. 6, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

AMS-WD-PLAIN
Rev. 12/16/94

701-1320 Lakhani

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Ellen Kracoff, Esq.
Lourdes M. Cline, P.A.
8220 State Road 84, Suite 302
33324

Property Appraisers Parcel Identification (Folio) Numbers:
11212-01-15300
Grantee SS #:

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the **25th** day of **November, A.D. 2003** by **Hamid P. Lakhani and Parveen H. Lakhani, his wife,** herein called the grantors, to **Maria Olivera, a married woman** whose post office address is , 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 individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Broward County, State of Florida, viz:

Lot 17, Block 10, of HOLLYWOOD BEACH FIRST ADDITION, a subdivision according to the Plat or map thereof described in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

SUBJECT TO restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

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 grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

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

Signed, sealed and delivered in the presence of:

Ellen Kracoff
Witness #1 Signature

Ellen KRACOFF
Witness #1 Printed Name

Witness #2 Signature

Mary C. Gonzalez
Witness #2 Printed Name

L.S.
Hamid P. Lakhani

L.S.
Parveen H. Lakhani

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this **25th** day of **November, 2003** by **Hamid P. Lakhani and Parveen H. Lakhani, his wife** who are personally known to me or have produced Florida Drivers' License as identification.

SEAL

My Commission Expires:

OFFICIAL NOTARY SEAL
ELLEN KRACOFF
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD136391
MY COMMISSION EXP. AUG. 4,2006

Ellen Kracoff
Notary Signature

Printed Notary Signature

File # 03139L

(1)

Return To:

FIRST MAGNUS FINANCIAL CORPORATION

603 N. WILMOT
TUCSON, AZ 85711

This document was prepared by:

FIRST MAGNUS FINANCIAL CORPORATION
603 N. WILMOT
TUCSON, AZ 85711

[Space Above This Line For Recording Data]

MORTGAGE

LOAN NO.: 5238872271
ESCROW NO.: 06-416RN

MIN 100039252388722712
MERS Phone: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 20, 2006, together with all Riders to this document.
(B) "Borrower" is
MARIA OLIVERA, A MARRIED PERSON TO LUIS OLIVERA, HER HUSBAND.

Borrower is the mortgagor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is
FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

Initials:

26

Lender is a CORPORATION
organized and existing under the laws of ARIZONA
Lender's address is
603 NORTH WILMOT ROAD, TUCSON, AZ 85711

(E) "Note" means the promissory note signed by Borrower and dated APRIL 20, 2006
The Note states that Borrower owes Lender
FOUR HUNDRED FIFTEEN THOUSAND AND NO/100 X X X X X X X X X X X X X X X X X X X X X X Dollars
(U.S. $ 415,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2046

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[XX] Adjustable Rate Rider	[ ] Condominium Rider	[XX] 1-4 Family Rider
[ ] Graduated Payment Rider	[ ] Planned Unit Development Rider	[ ] Biweekly Payment Rider
[ ] Balloon Rider	[ ] Rate Improvement Rider	[ ] Second Home Rider
[ ] Other(s) [specify]		

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY
[Type of Recording Jurisdiction] of BROWARD [Name of Recording Jurisdiction]:

LOT 17, BLOCK 10, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Parcel ID Number: 11212-01-15300 which currently has the address of
322 NEBRASKA STREET [Street]
HOLLYWOOD [City], Florida 33019 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

Initials: _____

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.
Signed, sealed and delivered in the presence of:

_____ -Witness

_____ -Witness

MARIA OLIVERA _____(Seal) -Borrower

_____(Seal) -Borrower

LUIS OLIVERA _____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

_____(Seal) -Borrower

(Property Address)
322 NEBRASKA STREET
HOLLYWOOD, FL 33019

(Mailing Address)
4900 SW 36 CT
HOLLYWOOD, FL 33023

STATE OF FLORIDA , BROWARD County ss:

The foregoing instrument was acknowledged before me this 20th DAY OF APRIL 2006 by MARIA OLIVERA AND LUIS OLIVERA, HUSBAND AND WIFE,

who is personally known to me or who has produced A DRIVER'S LICENSE as identification.

MISAEL CRESPO
MY COMMISSION #DD338482
EXPIRES: JUL 18, 2008
Bonded through 1st State Insurance

Notary Public MISAEL CRESPO

1-4 FAMILY RIDER
(Assignment of Rents)

LOAN NO.: 5238872271

MIN: 100039252388722712
MERS Phone: 1-888-679-6377

THIS 1-4 FAMILY RIDER is made this 20th day of APRIL, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

322 NEBRASKA STREET, HOLLYWOOD, FL 33019
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

Initials:

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

MARIA OLIVERA (Seal) -Borrower

(Seal) -Borrower

LUIS OLIVERA (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

ADJUSTABLE RATE RIDER

(MTA-Twelve Month Average Index - Payment Caps)

LOAN NO.: 5238872271

MIN: 100039252388722712
MERS Phone: 1-888-679-6377

THIS ADJUSTABLE RATE RIDER is made this 20th day of APRIL, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

("Lender") of the same date and covering the property described in the Security Instrument and located at:

322 NEBRASKA STREET, HOLLYWOOD, FL 33019

[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrees as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.000 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the 1st day of JUNE, 2006, and on that day every month thereafter. Each date on which my interest rate could change is

Initials:

called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 450/1000THS percentage point(s) 3.450 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month.

I will make my monthly payments on the 1st day of each month beginning on JUNE, 2006 . I will make these payments every month until I have paid all the Principal and Interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MAY 01, 2046 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION 603 NORTH WILMOT ROAD, TUCSON, AZ 85711 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. $ 1,256.73 unless adjusted under Section 3(F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 1st day of JUNE, 2007, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN AND 000/1000THS percent (115.000 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are **greater** than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

(i) **Interest Only Payment**: the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Fully Amortized Payment**: the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.

(iii) **15 Year Amortized Payment**: the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

MARIA OLIVERA _____(Seal) -Borrower _____(Seal) -Borrower

LUIS OLIVERA _____(Seal) -Borrower _____(Seal) -Borrower

_____(Seal) -Borrower _____(Seal) -Borrower

_____(Seal) -Borrower _____(Seal) -Borrower

Prepared by:
Ben-Ezra & Katz, P.A.
2901 Stirling Road, Suite 300
Fort Lauderdale, Florida 33312
(305) 770-4100

ASSIGNMENT OF MORTGAGE

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, "Assignor" whose address is P.O. Box 2026, Flint, MI 48501-2026, in consideration for the sum of Ten Dollars and 00/100 cents, and other valuable considerations received from or on behalf of:

U.S. BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR WAMU MORTGAGE PASS THROUGH CERTIFICATE FOR WMALT SERIES 2006-AR5, "Assignee" whose address is 2210 ENTERPRISE DRIVE, FLORENCE, SC 29501, at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, did grant, bargain, sell, assign, transfer and set over unto the Assignee a certain mortgage bearing the date of April 20, 2006 by MARIA OLIVERA in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION and recorded in Official Record Book 41953; Page 1932 of the Public Records of Broward County, Florida upon the following land in said county:

LOT 17, BLOCK 10, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Together with the note or obligation described in said mortgage and the moneys due and to become due thereon, with interest.

TO HAVE AND TO HOLD the same unto the Assignee, heirs, legal representatives, successors and assignes forever.

IN WITNESS WHEREOF the assignor has caused signed (and sealed, as applicable) this Assignment of Mortgage, which assignment was effective on or before July 16, 2009.

Witnesses: Assignor(s)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION

witness signature

Yer Yang
printed name

by:

printed name: Laura Hescott

witness signature

Its: Vice President

Corporate Seal:

printed name

STATE OF Minnesota

COUNTY OF Dakota

The foregoing instrument was acknowledged before me this 29 day of Jan, 2010 by Laura Hescott as Vice President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION on behalf of the assignor. S/he is personally known to me or has produced personal knowledge as identification.

Notary Public

MARK BISCHOF
NOTARY PUBLIC - MINNESOTA
MY COMMISSION
EXPIRES JAN. 31, 2013

File #74650 | bli
N:\docs\fcl\ASSGMTG.doc

Prepared by: Blondine Lilavois
Ben-Ezra & Katz, P.A.
2901 Stirling Road, Suite 300
Fort Lauderdale, Florida 33312
(305) 770-4100

ASSIGNMENT OF MORTGAGE

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION, "Assignor" whose address is 603 North Wilmot Road, Tucson, AZ 85711, in consideration for the sum of Ten Dollars and 00/100 cents, and other valuable considerations received from or on behalf of:

U.S. BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR WAMU MORTGAGE PASS THROUGH CERTIFICATE FOR WMALT SERIES 2006-AR5, "Assignee" whose address is 2210 ENTERPRISE DRIVE FLORENCE, SC 29501, at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, did grant, bargain, sell, assign, transfer and set over unto the Assignee a certain mortgage bearing the date of April 20, 2006 by MARIA OLIVERA in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION and recorded in Official Record Book41953; Page 1932 of the Public Records of Broward County, Florida upon the following land in said county:

LOT 17, BLOCK 10, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Together with the note or obligation described in said mortgage and the moneys due and to become due thereon, with interest.

TO HAVE AND TO HOLD the same unto the Assignee, heirs, legal representatives, successors and assignes forever.

IN WITNESS WHEREOF the assignor has caused signed (and sealed, as applicable) this Assignment of Mortgage, which assignment was effective on or before July 16, 2009.

Witnesses: Assignor(s)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION

witness signature
Nura Nadarevic
printed name

by: Barbara Hindman

printed name: Barbara Hindman
Its: Vice President

witness signature
Nina C. Munoz
printed name

Corporate Seal:

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24 day of July, 2009 by Barbara Hindman as Vice President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MAGNUS FINANCIAL CORPORATION on behalf of the assignor. S/he is personally known to me or has produced _____ as identification.

Rose Hunter
Notary Public

File #74650 | bli
N:\docs\fcl\ASSGMTG.doc

ROSE HUNTER
Notary Public - State of Florida
My Comm. Expires Feb 1, 2013
Commission # DD 856313

1

20 **WHEN RECORDED RETURN TO**
RICHMOND MONROE GROUP/BBLN MOD
82 JIM LINEGAR LN
BRANSON WEST, MO 65737
Ref#: 0005320000003629

Prepared By:
Select Portfolio Servicing, Inc.
3217 S Decker Lake Dr
Salt Lake City, UT 84119
Sabrina Martinez
(888)818-6032

Investor Loan # 601803967

Space Above for Recorder's Use

MODIFICATION AGREEMENT

Borrower ("I"):

Original Borrower Vesting: MARIA OLIVERA, A MARRIED PERSON TO LUIS OLIVERA, HER HUSBAND
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION, ITS SUCCESSORS AND ASSIGNS
Date of Mortgage: APRIL 20, 2006
Original Loan Amount: $415,000.00
Recorded 05/04/2006, Instrument No., 106038193 book 41953 and page 1932
Recorded in the Official Records of BROWARD County, FL

Assignment to be Recorded Simultaneously

Lender or Servicers ("Lender"):

U.S. Bank NA, successor trustee to Bank of America, NA, successor in interest to LaSalle Bank NA, as trustee, on behalf of the holders of the Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-AR5

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

20 105495 291 00000

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):
APRIL 20, 2006

Recorded in the Official Records of BROWARD County, FL
As Instrument No., 106038193 book 41953 and page 1932

Loan Number: 0015447030

Property Address:
322 NEBRASKA ST
HOLLYWOOD, FL 33019

LEGAL DESCRIPTION; ATTACHED HERETO AND MADE A PART HERE OF, AS EXHIBIT 'A' The within described premises are or are to be improved by a one or two family residence or dwelling only.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

LIEN MODIFICATION AGREEMENT

This Lien Modification Agreement ("Agreement") is effective January 1, 2020, between MARIA OLIVERA, ("Property Owner") and Select Portfolio Servicing, Inc., acting on behalf of the lien holder, ("Lien Holder"). If Property Owner's representations and covenants in Section 1 continue to be true in all material respects, then this Agreement will amend and supplement, as set forth in Section 2, the lien documents dated April 20, 2006, securing the original principal sum of $415,000.00 ("Lien Documents"), which encumber the real and personal property described in the Lien Documents (defined in the Lien Documents as the "Property"), known as

322 NEBRASKA ST
HOLLYWOOD, FL 33019

Lien Holder acknowledges that the mortgage loan related to the Property has been discharged. Even though the Property Owner's personal liability on the note is discharged, the terms of the Lien Documents remain in effect. Lien Holder continues to have an enforceable lien on the Property. This lien modification agreement does not constitute a reaffirmation of debt under United States Code Title 11.

1. Property Owner Representations and Covenants. Property Owner certifies, represents, covenants, and agrees as follows:

   a. Property Owner is experiencing a financial hardship, and as a result, (i) is in default under the Lien Documents or default is imminent, and (ii) Property Owner does not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.

   b. There has been no impermissible change in the ownership of the Property since Property Owner signed the Lien Documents.

   c. If requested by Lien Holder, Property Owner has provided documentation for all income that they receive.

   d. All documents and information Property Owner has provided to Lien Holder in connection with this Agreement, including the documents and information regarding eligibility for this Agreement, are complete, true and correct.

   e. Property Owner has made or will make all payments required under a trial modification plan or lien workout plan, if applicable.

   f. The property is neither in a state of disrepair, nor condemned.

2. The Modification. If Property Owner's representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Lien Documents will automatically become modified on January 1, 2020 (the "Modification Effective Date") and all late charges that remain unpaid will be waived. Property Owner understands that if they fail to make any payments as a precondition to this modification under a workout plan or trial modification plan, this modification will not take effect. The first modified payment will be due on February 1, 2020.

   a. The Maturity Date will be: April 1, 2046.

   b. The modified principal balance to satisfy the Lien will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, Unpaid Amounts) less any amounts paid to the Lien Holder but not previously credited to the account associated with the Lien Documents. The new principal balance to satisfy the Lien will be $762,103.60 (the "New Principal Balance"). Property Owner understands that by agreeing to add the Unpaid Amounts to the outstanding balance to satisfy the Lien, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Property Owner also understands that this means interest will now accrue on the unpaid interest that is added to the outstanding balance to satisfy the Lien, which would not happen without this Agreement.

   c. $117,282.01 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and will be treated as a non-interest bearing principal forbearance. Property Owner will not pay interest or make monthly payments on the Deferred Principal Balance. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is $644,821.59. Interest at the rate of 3.750% will begin to accrue on the Interest Bearing Principal Balance as of January 1, 2020 and the first new monthly payment on the Interest Bearing Principal Balance will be due on February 1, 2020. The payment schedule for the modified Lien Documents is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-315	3.750%	N/A	$2,595.57	$1,516.97, which may adjust periodically	$4,112.54, which may adjust periodically	February 1, 2020	315
A final balloon payment on the Interest Bearing Principal Balance of $334,220.68 is due on the Maturity Date.							

The Deferred Principal Balance of $117,282.01 will be due as a balloon payment on the earlier of, payoff of the Interest Bearing Principal Balance, transfer of the property or on the Modified Maturity Date. The above terms in this Section 2.c shall supersede any provisions to the contrary in the Lien Documents, including but not limited to, provisions for an adjustable or step interest rate.

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore the total monthly payment may change accordingly.

The above terms in this Section 2.c shall supersede any provisions to the contrary in the Lien Documents, including but not limited to, provisions for an adjustable, step or simple interest rate. Interest will be charged on unpaid principal until the full amount of the New Principal Balance has been paid. Property Owner will pay interest at a yearly rate of 3.750%.

Property Owner understands that, if they have a pay option adjustable rate account, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for the modified Lien will be the minimum payment that will be due each month for the remaining term of the Lien. The modified Lien will not have a negative amortization feature that would allow Property Owner to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

BALLOON NOTICE. In order to reach an affordable payment, we extended your amortization term, which is the rate or speed by which your mortgage is calculated to be paid off; however, your maturity term, which is the period of time until your mortgage becomes due and payable, could not be fully extended to an equal term. This is because the investor on your account allows us to change your amortization term but does not allow us to change the maturity term to match. As a result of the difference between these two periods, there will be an amount due of $334,220.68 on the date your lien matures on April 1, 2046. The amount outstanding at maturity is in addition to your monthly scheduled payment and the principal forbearance of $117,282.01 that you received as part of your modification.

d. Property Owner has agreed to establish an escrow account to pay for property taxes and homeowner's insurance and pay a monthly escrow payment in the initial amount of $1,516.97. Property Owner's total monthly payment of principal, interest and escrow will therefore be equal to $4,112.54. Property Owner acknowledges that the payments attributable to insurance and taxes are determined by the state taxing authorities and insurance companies and therefore, are subject to change from time to time. Property Owner will be notified of any changes.

3. Other Agreements. Property Owner and Lien Holder also agree to the following:

a. This Agreement shall supersede any modification, forbearance, trial period plan, or other workout plan that Property Owner previously entered into with Lien Holder.

b. The Lien Documents, as modified by this Agreement, are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.

c. All terms of the Lien Documents, except as expressly modified by this Agreement, or by the U.S. Bankruptcy Code, remain in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the terms contained in the Lien Documents.

d. All covenants, agreements, and requirements of the Lien Documents, including all requirements to make payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments under the Lien Documents remain in full force and effect.

e. If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Lien Documents as amended by this Agreement, within ten (10) days after receipt of the Lien Holder's request, Property Owner will execute, acknowledge, initial, and deliver to the Lien Holder any documentation the Lien Holder deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If Property Owner fails to do so, Property Owner will be liable for any and all loss or damage which the Lien Holder reasonably sustains as a result of Property Owner's failure. At Lien Holder's option, this Agreement will be void and of no legal effect upon notice of such loss, misplacement, misstatement, or inaccuracy. If Property Owner elects not to sign any such corrective documentation, the terms of the original Lien Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and Property Owner will not be eligible for a modification.

f. The mortgage insurance premiums, if applicable, may increase as a result of the capitalization, which will result in a higher total monthly payment. Furthermore, the date on which Property Owner may request cancellation of mortgage insurance may change as a result of the New Principal Balance.

g. As of the Modification Effective Date, notwithstanding any other provision of the Lien Documents, Property Owner agrees as follows: If all or any part of the Property or any interest in it is sold or transferred without the Lien Holder's prior written consent, the Lien Holder may, at its option, require immediate payment in full of all sums secured by the Lien Documents. However, the Lien Holder shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If the Lien Holder exercises this option, the Lien Holder shall give Property Owner notice of acceleration. The notice shall provide a period of not less than thirty (30) days – depending on state law and other requirements – from the date the notice is delivered or mailed within which all sums secured by the Lien Documents must be paid. If these sums are not paid prior to the expiration of this period, the Lien Holder may invoke any remedies permitted by the Lien Documents without further notice or demand on Property Owner.

h. As of the Modification Effective Date, a buyer of the Property will not be permitted, under any circumstance, to assume the Mortgage. In any event, this Agreement may not be assigned to, or assumed by, a buyer of the Property.

i. All payment amounts specified in this Agreement assume that payments will be made as scheduled.

j. If Property Owner is in bankruptcy upon execution of this document, Property Owner will cooperate fully with Lien Holder in obtaining any required bankruptcy court and trustee approvals in accordance with local court rules and procedures. Property Owner understands that if such approvals are not received, then the terms of this Agreement will be null and void. If this Agreement becomes null and void, the terms of the original Lien Documents shall continue in full force and effect, and such terms shall not be modified by this Agreement.

k. In agreeing to the changes to the Lien Documents as reflected in this Agreement, Lien Holder has relied upon the truth and accuracy of all of the representations made by Property Owner, both in this Agreement and in any documentation provided by or on behalf of Property Owner in connection with this Agreement. If Lien Holder subsequently determines that such representations or documentation were not truthful or accurate, Lien Holder may, at its option, rescind this Agreement and reinstate the original terms of the Lien Documents as if this Agreement never occurred.

TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

MARIA OLIVERA - Borrower

1/14/2020
Date

BORROWER ACKNOWLEDGEMENT

State of: FL
County: BROWARD

On the 14 day of January 2020 (Year), before me the undersigned, personally appeared

MARIA OLIVERA, A MARRIED PERSON TO LUIS OLIVERA, HER HUSBAND

Personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose names (s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NURMIS SOCARRAS
Notary Public - State of Florida
Commission # GG 241708
My Comm. Expires Nov 17, 2022
Bonded through National Notary Assn.

(Seal)
Notary Public

DIGIMAIL JAN 2 8 2020

Select Portfolio Servicing, Inc., Attorney in Fact for U.S. Bank NA, successor trustee to Bank of America, NA, successor in interest to LaSalle Bank NA, as trustee, on behalf of the holders of the Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-AR5

By: Adilene Delgado Date: FEB 18 2020

Adilene Delgado Doc. Control Officer

STATE OF UTAH * Document Control Officer * Personally Known COUNTY OF SALT LAKE

On FEB 18 2020 before me, Amy Norton a Notary Public, personally appeared Adilene Delgado * **, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/hers/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument .

Witness my hand and official seal.

(Notary Name): Amy Norton

My commission expires: FEB 15 2021

(Seal)

Amy Norton Notary Public

AMY NORTON
Notary Public State of Utah
Comm. Exp.: Feb. 15, 2021
Comm. Number: 693626

Exhibit A (Legal Description)

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF BROWARD:

LOT 17 BLOCK 10 OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance for National Flood Insurance Program Participating Communities

Customer Name:
MARIA OLIVERA
4900 SW 36TH CT
HOLLYWOOD, FL 33023

Dear Homeowner(s):

Select Portfolio Servicing, Inc. (SPS) is giving you this notice to inform you that:

The building or mobile home securing the loan for which you applied is or will be located in an area with special flood hazards.

The area has been identified by the Administrator of the Federal Emergency Management Agency (FEMA) as a special flood hazard area using FEMA's Flood Insurance Rate Map or the Flood Hazard Boundary Map for the following community: 125113. This area has a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a special flood hazard area is 26 percent (26%).

Federal law allows a lender and borrower jointly to request the Administrator of FEMA to review the determination of whether the property securing the loan is located in a special flood hazard area. If you would like to make such a request, please contact us for further information.

- The community in which the property securing the loan is located participates in the National Flood Insurance Program (NFIP). Federal law will not allow us to make you the loan that you have applied for if you do not purchase flood insurance. The flood insurance must be maintained for the life of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance for you at your expense.
- At a minimum, flood insurance coverage purchased must be in an amount equal to the lesser of:
  1. The outstanding principal balance of all loans secured by the property (for home equity line(s) of credit, the full value of the credit line(s)); or
  2. The full insurable value of the buildings on the property and their contents if also taken as collateral; or
  3. The maximum amount of coverage available under the NFIP policy covering the type of building or collateral.

Flood insurance coverage under the NFIP is limited to the building or mobile home and any personal property that secures your loan and not the land itself.

- Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.
- Although you may not be required to maintain flood insurance on all structures, you may still wish to do so, and your mortgage lender may still require you to do so to protect the collateral securing the mortgage. If you choose not to maintain flood insurance on a structure and it floods, you are responsible for all flood losses relating to that structure.

Limitations: If the property is located in a community that participates in the NFIP but the property is also located in a Coastal Barrier Resource System (CBRS) or Otherwise Protected Area (OPA), NFIP coverage may not be available. Refer to the Standard Flood Hazard Determination Form or contact your licensed flood insurance professional to see if your property is in a CBRS or OPA, and if so, whether coverage under the NFIP or under a non-NFIP policy issued by a private insurance company is available.

Availability of Private Flood Insurance Coverage

Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance that provides the same level of coverage as a standard flood insurance policy under the NFIP may be available from private insurers that do not participate in the NFIP. You should compare the flood insurance coverage, deductibles, exclusions, conditions, and premiums associated with flood insurance policies issued on behalf of the NFIP and policies issued on behalf of private insurance companies and contact an insurance agent as to the availability, cost, and comparisons of flood insurance coverage.

Escrow Requirement for Residential Loans

Federal law may require a lender or its servicer to escrow all premiums and fees for flood insurance that covers any residential building or mobile home securing a loan that is located in an area with special flood hazards. If your lender notifies you that an escrow account is required for your loan, then you must pay your flood insurance premiums and fees to the lender or its servicer with the same frequency as you make loan payments for the duration of your loan. These premiums and fees will be deposited in the escrow account, which will be used to pay the flood insurance provider.

Acknowledgement by Borrower(s)

Borrower(s) agrees to furnish, at Borrower(s) expense, a flood insurance policy satisfying Lender's requirements on or before closing of the above referenced loan and maintain same thereafter. Delivery of these notices is hereby acknowledged.

Borrower Signature Maria Olivera MARIA OLIVERA Date 1/12/2020

Borrower Signature _____ Date _____

Filing # 116021297 E-Filed 11/02/2020 06:42:48 PM

IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. COWE20002933 DIVISION 80 JUDGE Olga Gonzalez levine

Progressive Select Insurance Company
Plaintiff(s) / Petitioner(s)
v.
Virgin Maria Oliveras
Defendant(s) / Respondent(s)
_____/

DEFAULT FINAL JUDGMENT

THIS ACTION was considered pursuant to a Default entered by this Court against Defendant, VIRGIN MARIA OLIVERA a/k/a MARIA OLIVERA, for failure to appear at the Pretrial Hearing on September 30, 2020, and upon review of the court file and otherwise being advised in the premises,

IT IS ORDERED AND ADJUDGED that Plaintiff, PROGRESSIVE SELECT INSURANCE COMPANY, P.O. Box 89480, Cleveland, OH 44101, recover from Defendant, VIRGIN MARIA OLIVERA a/k/a MARIA OLIVERA, whose last known address is 682 Mourning Dove Drive, Sarasota, FL 34236, and whose Social Security Number is [redacted] for damages in the amount of $2,500.00, costs in the amount of $547.85, and interest in the amount of $654.28, for the sum of **$3,702.13,** which shall bear interest at the rate of 5.37% a year, for which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED, pursuant to Fla. Sm. Cl. R. 7.221, that the judgment debtor(s) shall complete under oath Fla. Sm. Cl. R. Form 7.343 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor=s attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this Default Final Judgment, unless the Default Final Judgment is satisfied or post-judgment discovery is stayed. Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor(s) to complete Form 7.343, including all required attachments, and serve it on the judgment

I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 02 day of July, 2021 County Administrator.
By: Broward County Deputy Clerk
669f2379-f1df-4af7-9f6e-c5c088957012 Page 1 of 2

Instr# 116838878 , Page 2 of 2, End of Document

creditor=s attorney, or the judgment creditor if the judgment creditor is not represented by an attorney.
DONE and **ORDERED** in Chambers, at Broward County, Florida on 11-02-2020.

COWE20002933 11-02-2020 1:10 PM
Hon. Olga Gonzalez levine
COUNTY JUDGE
Electronically Signed by Olga Gonzalez levine

Copies Furnished To:
Steven J Jacobson , E-mail : sjjlaw@bellsouth.net
VIRGIN MARIA OLIVERA , Address : 682 MOURNING DOVE DR., SARASOTA, FL 34236

I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 02 day of July, 2021 County Administrator.
By: Broward County Deputy Clerk
669f2379-f1df-4af7-9f6e-c5c088957012 Page 2 of 2

HOLLYWOOD BEACH. FIRST ADDITION

Hollywood Fla.

HOMESEEKER'S REALTY CO.

SCALE – 1" = 100'

A subdivision of a part of Section Twelve (12) in Township Fifty one (51) South, of Range Forty Two (42) East, described as follows, to wit: Starting from the SW corner of Section Twelve (12); run easterly upon and along southern section line of Section Twelve (12) five hundred five (505) feet to a point of beginning on the East bank of F.C.L.C.&T. Co's Canal; thence run northerly upon and along the East bank of the F.C.L.C.&T. Co's Canal Two Thousand seven hundred and Two Tenths (2700.2) feet to a point on the half section line of Section Twelve (12); thence run easterly upon and along half section line of section twelve (12) six hundred twelve and Forty five hundreths (612.45) feet to the high water mark of Atlantic Ocean; thence run meandering southerly upon and along high water line of Atlantic Ocean two thousand six hundred eighty six and Twenty Five hundreths (2686.25) feet to a point on the South line of Section Twelve (12), thence run westerly upon and along of the South Section line of Section Twelve seven hundred seventy three (773) feet to the point of the beginning on the East bank of the F.C.L.C.&T. Co's Canal.

I the undersigned hereby certify that the within plat shows the subdivisions of the described lands as made under my direction in a recent survey in due conformity to the established boundaries of such lands; that the dimensions shown are correct to the best of my knowledge and belief.

By Frank C. Pierce, Engineer
License No. 272

State of Florida
Broward County } SS.

Know all men by these presents that the HomeSeeker's Realty Company a Corporation under the Laws of Florida has caused to be made the above plat of "Hollywood Beach First Addition" a subdivision of the part of Section Twelve (12), in Township Fifty one (51) South, of Range Forty Two (42) East and that the said Corporation hereby specifically reserves to itself the title to all streets, avenues, drives, parks, boulevards, ways and walks, shown on said plat.

HomeSeeker's Realty Company

CORP. SEAL

By President Joseph W. Young

Attest Secretary Lillian Allen

State of Florida
County of Dade } SS

I Mary K. Mann a Notary Public in and for said County and State do hereby certify that at the date hereof there personally appeared before me Joseph W. Young and Lillian Allen to me well known to be respectively the President and Secretary of HomeSeeker's Realty Company a Corporation organized and existing under and by virtue of the Laws of the State of Florida and in person severally acknowledged that they executed in their official capacity the above and foregoing plat of "Hollywood Beach First Addition" together with all descriptive matter and reservations therein set forth as their free and voluntary act and the free and voluntary act of the said HomeSeeker's Realty Company for the uses and purposes therein set forth.

Witness my hand and Notarial Seal at Miami in said County and State this 12th day of February A.D. 1923.

My Commission expires on the 1st day of July 1926

Mary K. Mann
Notary Public

N.P. SEAL

COUNTY ADMINISTRATOR CREATED JAN. 1, 1975 BROWARD COUNTY FLORIDA

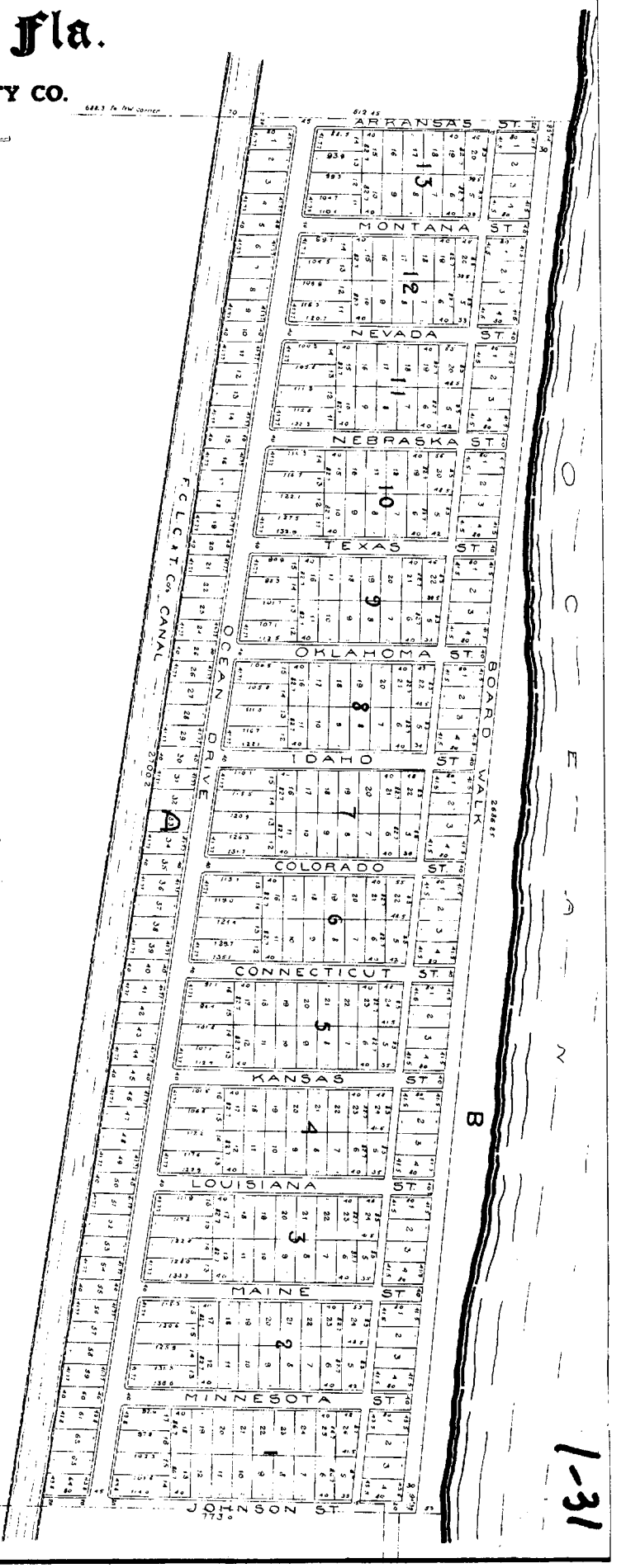
STATE OF FLORIDA
BROWARD COUNTY } ss.

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Hollywood Beach First Addition Plat as recorded in Plat Book 1 Page 31

WITNESS my hand and official seal in the City of Fort Lauderdale this 21 day of May 1987

GENE BRICE County Administrator

By D.C.



N
W — E
S

19395

1-31

78- 76150

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

DNC
Petition No. 71-2-71

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 10:27

OFF REC 7489 PAGE 390

RECORD & RETURN TO:
ABRAMS, ANTON, ROBBINS, RESNICK, SCHNEIDER & MAGER, P.A.
P.O. BOX 550
HOLLYWOOD, FLORIDA 33022
ATTN: JACK F. WEINS

28

(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.

REC 7489 PAGE 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,

REC 7489 PAGE 392

inclusive, and Lots 15 to 18, 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 (S½) 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.

BK 7489 PAGE 393

All that parcel of land lying in the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) 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 (NE¼) of the Northeast Quarter (NE¼) 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 NE¼ of the NE¼ 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 NE¼ of the NE¼ 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 NE¼ of the NE¼ 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 A1A), thence southward along the center line of Ocean Drive to a point where it intersects the south line of the NE¼ of NE¼ of Section 26, Twp. 51 South, Range 42 East; thence eastward along the south line of the NE¼ of NE¼ of Section 26, Township 51 South, Range 42 East to the point of beginning.

OR 7489 PAGE 395

(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 NE¼ of the NE¼ 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 A1A (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 NE¼ of the NE ¼ of said Section 26; thence run westerly along the south line of the NE¼ of the NE¼ 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:

Co nence at the Northeast corner of said Section 26; th ce 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 A1A (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

BK 7489 PAGE 309

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) <u>From BB-2</u> 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. A1A), 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 A1A (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 A1A, 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 397

being the same parcel of land described as Blocks E and F of a survey of the NE¼ of the NE¼ 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. A1A to the East right of way of the Intracoastal 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.

MAYOR

ATTEST:

CITY CLERK

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

OFF REC 7489 PAGE 398

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

86497527

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'86 DEC 26 PM 12 22

OFF REC 14022 PAGE 900

Per County Commission, Date DEC 9 1986
Division of Planning
Return to Planning

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentance, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

OFF REC 14022 PAGE 901

STATE OF FLORIDA
COUNTY OF BROWARD

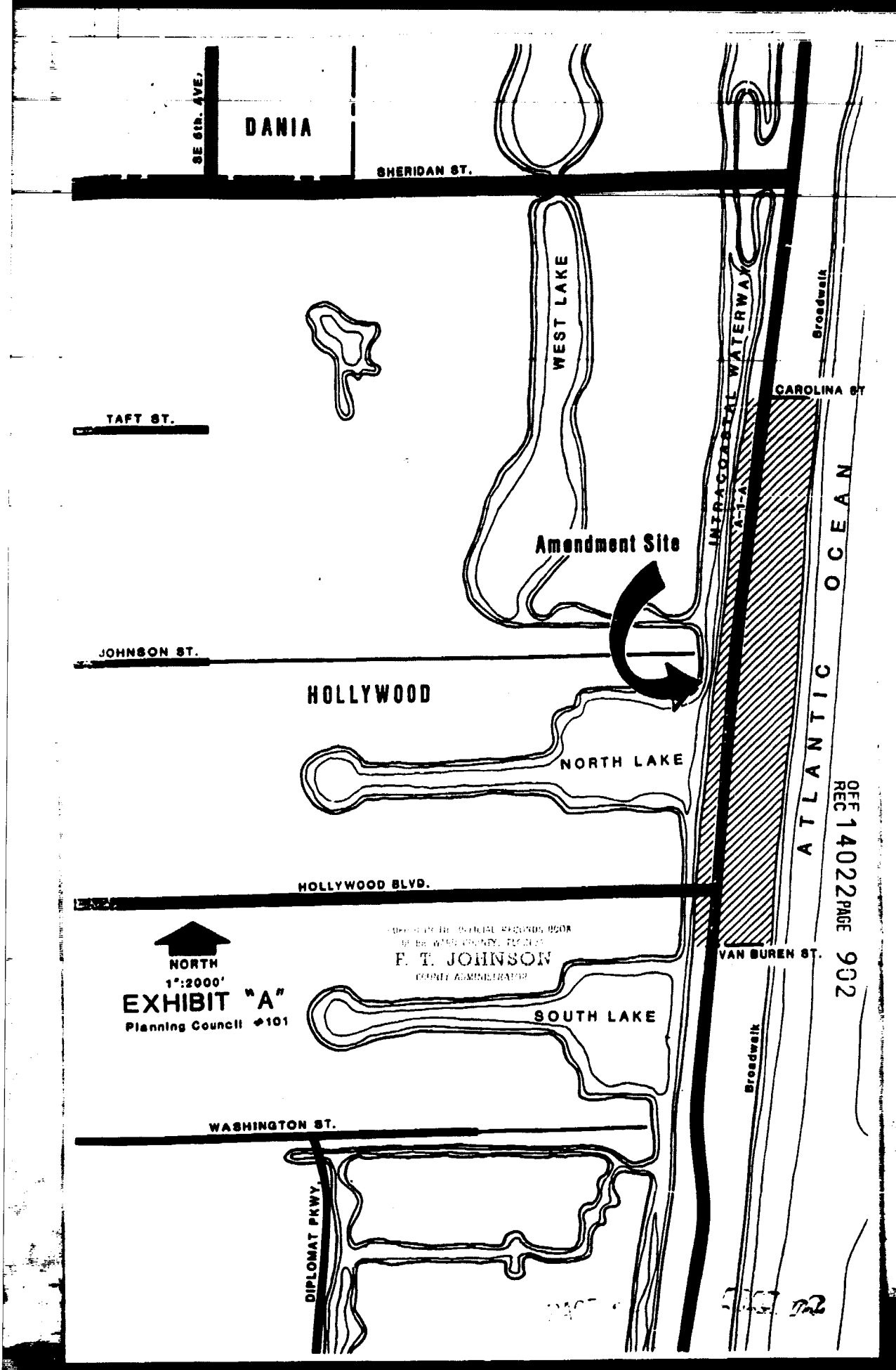
I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commissioners records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

F. T. JOHNSON, County Administrator

By [signature] D.C.

RD:ed
CL5-I
6/19/86
PC# 101
#86-401.41



OFF REC 14022 PAGE 902

86497527

87009642

Re Rec

ORDINANCE NO. 86-90

AN ORDINANCE AMENDING THE MAP PORTION OF THE BROWARD COUNTY LAND USE PLAN, 1977, AS AMENDED; CHANGING THE LAND USE DESIGNATION AND DENSITY CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE CITY OF HOLLYWOOD; CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 95 ACRES IN SECTIONS 12 AND 13, TOWNSHIP 51, RANGE 42; BOUND ON THE WEST BY THE INTRACOASTAL WATERWAY, ON THE NORTH BY CAROLINA STREET, ON THE EAST BY THE BROADWALK AS EXTENDED AND ON THE SOUTH BY VAN BUREN STREET; AND GENERALLY INCLUDING ALL OF BLOCK 1, LOTS 1 THROUGH 5 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH SECOND ADDITION AS RECORDED IN PLAT BOOK 4, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 13 INCLUSIVE AND BLOCK A OF HOLLYWOOD BEACH FIRST ADDITION AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF BLOCKS 1 THROUGH 10 INCLUSIVE, ALL OF BLOCKS A AND F INCLUSIVE, LOTS 1 THROUGH 14 INCLUSIVE OF BLOCK B OF HOLLYWOOD BEACH AS RECORDED IN PLAT BOOK 1, PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY; AND ALL OF HOLLYWOOD BEACH RESUBDIVISION OF BLOCK E AS RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF BROWARD COUNTY; IN THE CITY OF HOLLYWOOD, FROM "APPROXIMATELY 18 ACRES MEDIUM HIGH (25) RESIDENTIAL AND COMMERCIAL, 19 ACRES HIGH (50) RESIDENTIAL AND 58 ACRES MEDIUM HIGH (25) RESIDENTIAL" TO "COMMERCIAL"; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners by Request)

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The map portion of the Broward County Land Use Plan, 1977, as amended, is hereby amended to change the land use designation of the following property from "approximately 18 acres Medium High (25) Residential and Commercial, 19 acres High (50) Residential and 58 acres Medium High (25) Residential" to "Commercial":

Approximately 95 acres in Sections 12 and 13, Township 51, Range 42; bound on the west by the Intracoastal Waterway, on the north by Carolina Street, on the east by the Broadwalk as extended and on the south by Van Buren Street; and generally including all of Block 1, Lots 1 through 5 inclusive of Block B of Hollywood Beach Second Addition as recorded in Plat Book 4, Page 6, of the Public Records of Broward County; and all of Blocks 1 through 13 inclusive and Block A of Hollywood Beach First Addition as recorded in Plat Book 1, Page 31, of the Public Records of Broward County; and all of Blocks 1 through 10 inclusive, all of Blocks A and F inclusive, Lots 1 through 14 inclusive of Block B of Hollywood Beach as recorded in Plat Book 1, Page 27 of the Public Records of

'85 DEC 26 PM 12 22

OFF REC 14066 PAGE 945

'87 JAN 9 AM 10 : 10

OFF REC 14022 PAGE 900

DEC 9 1986

Division of Office of Planning

Return to Author

RETURN TO FRONT RECORDING

Broward County; and all of Hollywood Beach Resubdivision of Block E as recorded in Plat Book 7, Page 55, of the Public Records of Broward County; in the City of Hollywood, as depicted on Exhibit "A" attached hereto and made a part hereof.

Section 2. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE

This Ordinance shall become effective as provided by law

ENACTED December 9, 1986

FILED WITH DEPARTMENT OF STATE December 19, 1986

EFFECTIVE December 24, 1986

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-90 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 9th day of January A.D., 1987

F. T. JOHNSON, County Administrator

By: Phyllis Hagfeg D.C.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance No. 86-80 as recorded in Board of County Commission records.

WITNESS my hand and official seal this 17th day of December A.D., 1986

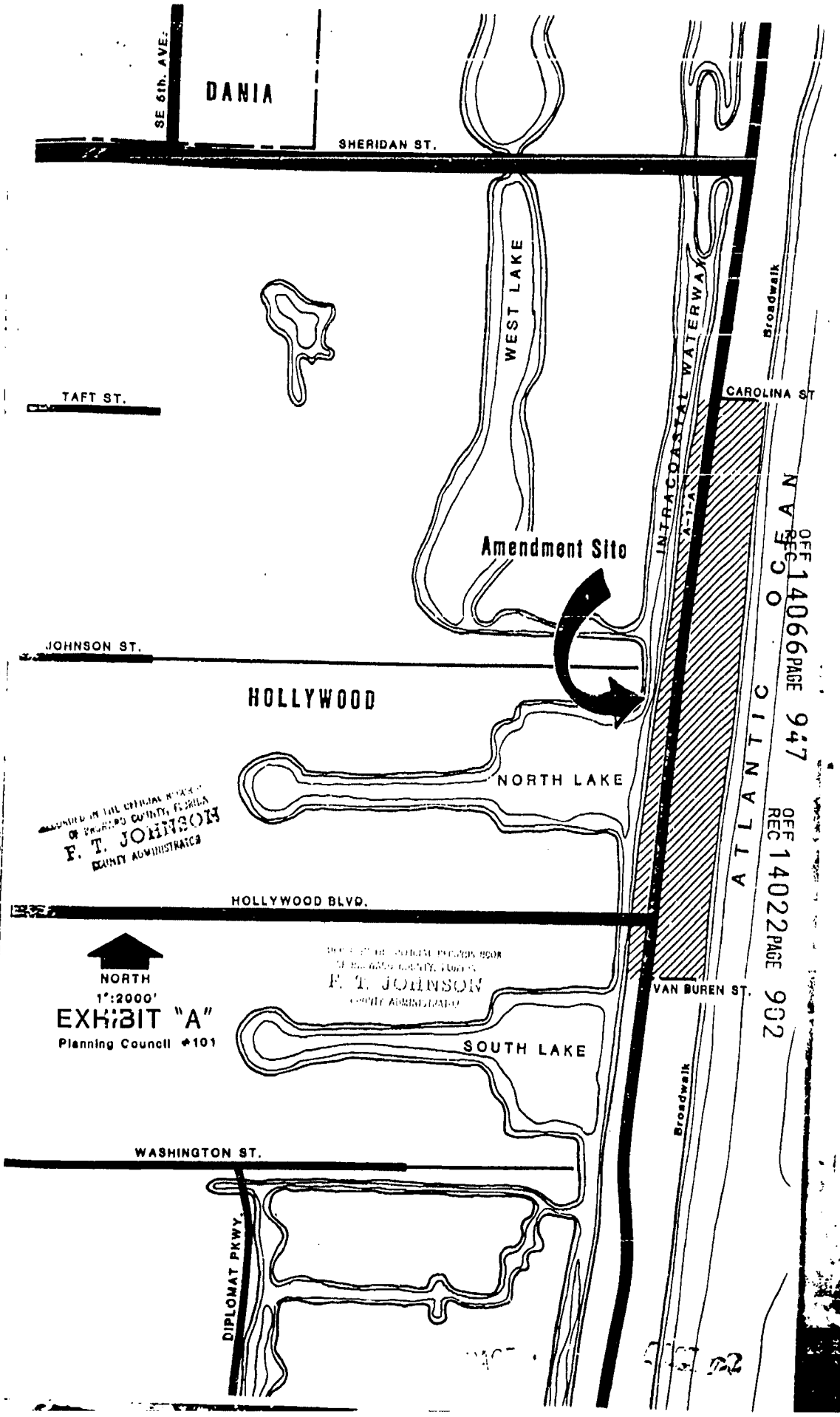
F. T. JOHNSON, County Administrator

By: Phyllis Hagfeg D.C.

OFF REC 14066 PAGE 946

OFF REC 14022 PAGE 901

RD:ed
CL5-1
6/19/86
PC# 101
#86-401.41



F. T. JOHNSON
COUNTY ADMINISTRATOR
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF REC 14066 PAGE 947
OFF REC 14022 PAGE 902

98-284533 T#001
05-14-98 11:56AM

#43

$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
COUNTY ADMIN.

Prepared By:
Alan Fallik
Senior Assistant City Attorney
City of Hollywood
2600 Hollywood Boulevard
Room 407
Hollywood, FL 33020

PERPETUAL PALM TREE EASEMENT

THIS EASEMENT made this 7th day of May, 1998, by Silver Spray Motel Inc., whose mailing address is 2115 N. Ocean Dr. Hlywd Fl. 33019, grantor, to the CITY OF HOLLYWOOD, FLORIDA, and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, their successors and assigns, grantees.

WITNESSETH: That the grantor, for valuable consideration, hereby grants unto the grantees, their successors and assigns, a perpetual easement for the purpose of planting and maintaining ONE palm trees on the following described lands in Broward County, Florida, viz.:

See Exhibit A attached hereto;

TO HAVE AND TO HOLD the same unto said grantees, their successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

IN WITNESS WHEREOF, the said grantor has signed these presents the day and year first above written.

Signed and delivered in the presence of: (Two witnesses required by Florida law)

Witness
Print Name: Arthur Walker

Silver Spray Motel Inc.
Grantor
By: Denise Grenier
Print Name: DENISE GRENIER

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 22,2001

1

RETURN TO: Norman Vliet, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, Fl 33020-9045

BK28220PG0750

DEFERRED ITEM
Return Document To
Street Operations

32

Witness
Print Name: Arthur Walker

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7TH DE MAY, 1998, by DENISE GREENER as CHE of _____.
He/she is personally known to me or has produced _____ as identification.

OFFICIAL NOTARY SEAL
ARTHUR WALKER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC615101
MY COMMISSION EXP. JAN. 29 2001

Print Name: Arthur Walker
Notary Public
Commission No: CC615101

My commission expires:

BK28220PG0751

STEPHEN H. GIBBS LAND SURVEYORS, INC.

2131 HOLLYWOOD BOULEVARD SUITE 201
HOLLYWOOD, FLORIDA 33020
PHONE: 954-923-7666 FAX: 954-923-7668

CITY OF HOLLYWOOD
TREE LANDSCAPING ALONG STATE ROAD A-1-A
TREE SITE '43

A portion of Block 10 of "HOLLYWOOD BEACH FIRST ADDITION", according to plat thereof as recorded in Plat Book 1, Page 31, of the public records of Broward County, Florida, being described as follows:

[Tree No. 1] Commencing at the northwest corner of said Block 10, run easterly along the northerly line of Block 10 a ~~distance of 12.00 feet to a point~~ on the easterly right-of-way line of State Road A-1-A as shown on the Florida Department of Right-Of-Way Map Project Number 86030-3504; thence southerly along said easterly right-of-way line a distance of 4.70 feet to a Point of Beginning; thence continue southerly along said easterly right-of-way line a distance of 5.00 feet; thence easterly perpendicular to said easterly right-of-way line a distance of 5.00 feet; thence northerly parallel with said easterly right-of-way line a distance of 5.00 feet; thence westerly a distance of 5.00 feet to the Point of Beginning.

not sure of measurement but city sprayed mark on spot for tree.
dg

BK 18220 PG 0752

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

EXHIBIT 'A'

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, 20 01.

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:

Mara Giulianti

Mara Giulianti, Mayor

Janet D'Andrea

Witness signature

JANET D'ANDREA

Witness print name

Marion Grinke

Witness signature

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 Giulianti, who is personally known to me or who has produced —
as identification.

(Seal)

Michele Anzalone

Signature of Notary Public

Michele Anzalone

(Typed or printed name)

My Commission Expires:

MICHELE ANZALONE
COMMISSION # DD 12984
EXPIRES AUG 26 2003
BONDED THROUGH
ADVANTAGE NOTARY

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

BY: 07

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

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

Approved on 11/12/02 #19 2pm
Presented by Planning Council
RETURN TO DOCUMENT CONTROL

Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward County Comprehensive Plan; complies with the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act; and is in the best interests of the health, safety and welfare of the residents of Broward County; and

WHEREAS, the proposed amendment constitutes an amendment as part of Broward County's permitted second annual amendments to the Plan for 2002;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. The 1989 Broward County Land Use Plan is hereby amended by Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. SEVERABILITY.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. EFFECTIVE DATE.

1. The effective date of the plan amendment set forth in this ordinance shall be:

(a) The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Section 163.3184.

(b) The date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184. The Department's notice of intent to find a plan amendment in compliance shall be

deemed to be a final order if no timely petition is filed challenging the amendment.

2. This Ordinance shall become effective as provided by law.

ENACTED November 12, 2002

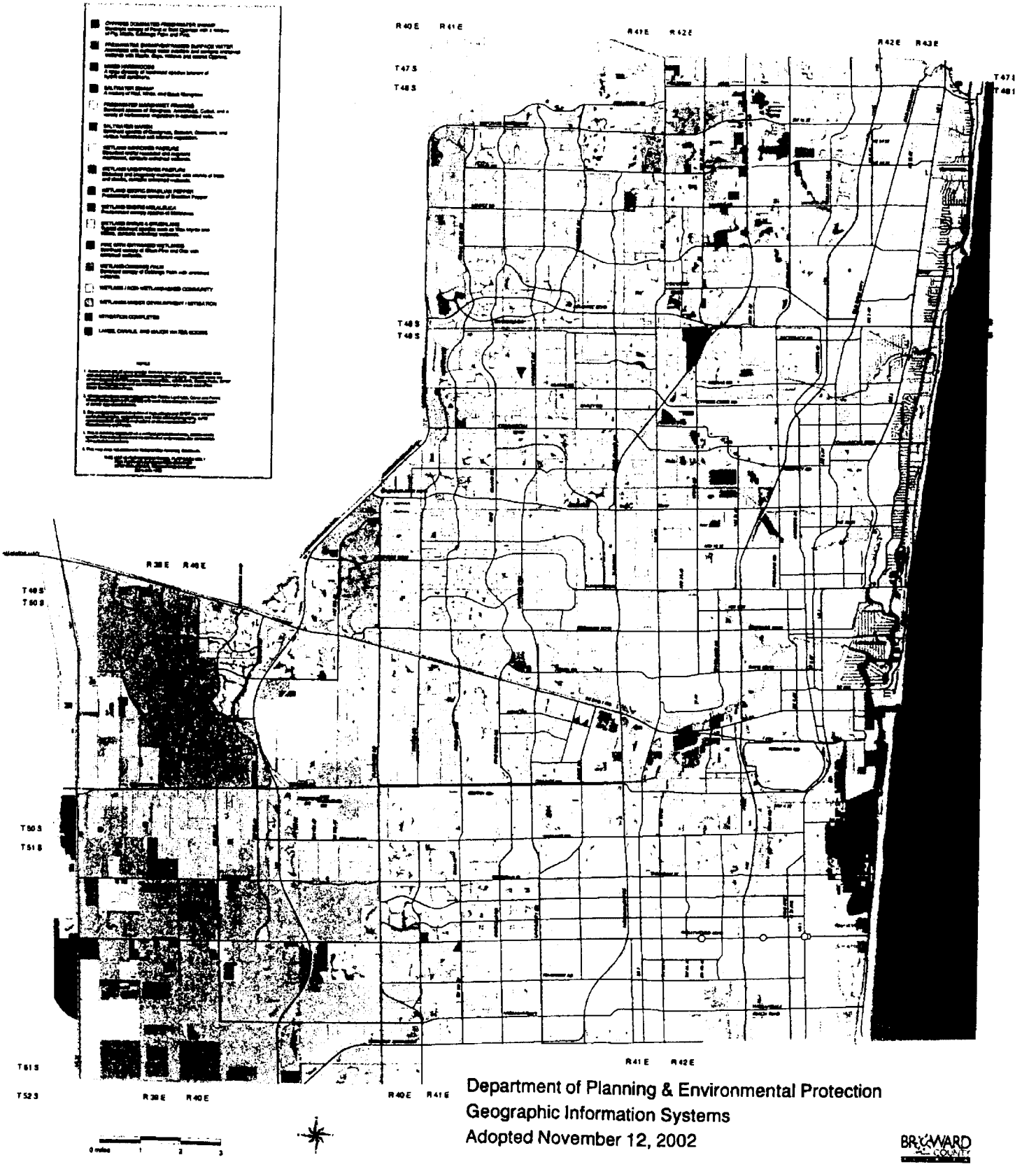
FILED WITH THE DEPARTMENT OF STATE November 18, 2002

EFFECTIVE November 18, 2002

SLC/lt
11/13/2
#02-401.32
H:\DATA\DIV2\SLC\Slc02\Comp\nrm02-2.O01

EXHIBIT A TO ORDINANCE

Broward County Wetlands



Department of Planning & Environmental Protection
Geographic Information Systems
Adopted November 12, 2002

BROWARD COUNTY

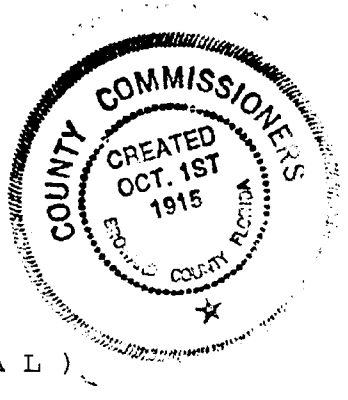
STATE OF FLORIDA)

)SS

COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Deputy Clerk

(S E A L)

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

3

(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.

L Friend

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

DENISE MANOS,
BOARD ATTORNEY

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

EXHIBIT "A"
PROPOSED HISTORIC SITE DESIGNATIONS

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

Contract # 311

RIGHT OF ENTRY PERMIT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, PHASE III UNDERGROUND UTILITY CONVERSION HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

This Agreement made and entered into this 10th day of November, 2016, by and between the Hollywood, Florida Community Redevelopment Agency ("CRA") and Maria Olivera (Property Owner"), owner of the property located at 322-324 Nebraska Street, Hollywood, FL 33019 ("Property").

WHEREAS, the CRA is burying all overhead utility lines, including AT&T, Comcast, and FPL lines, in the area east of A1A from Oklahoma Street north to Lee Street ("Project"); and

WHEREAS, the Project involves a streetscape component which includes the installation of decorative pavers on the streets and streetends; and

WHEREAS, the Property is located adjacent to the Project area; and

WHEREAS, the CRA has identified a need to relocate the drainage areas on the Property in order to prevent damage to the new pavers installed within the Project area; and

WHEREAS, the relocation of the drainage areas will be performed at no cost to the Condo Association/Property Owner; and

WHEREAS, in order to perform relocation of the drainage areas on the Property, the Condo Association/Property Owner will need to grant a right of entry permit and a temporary construction easement to the CRA and its contractor;

WHEREAS, it is the responsibility of the Condo Association/Property Owner to notify all unit owners and tenants of the Property about the project and the temporary easement;

NOW, therefore, in consideration of the benefit of the free relocation of the drainage areas, the Condo Association/Property Owner permits the CRA and its contractor the right of reasonable entry and temporary construction easement upon the Property. The right of entry permit and the temporary construction easement are for the portion of the Property that is shown on the drawing attached as Exhibit "A."

The Condo Association/Property Owner agrees to the following:

1. The Condo Association/Property Owner will allow the CRA and its contractor reasonable access to enter and reenter the Property for a period of up

to 12 months from the date of this agreement for the purpose of relocating the drainage areas.

2. The Condo Association/Property Owner hereby agrees that this agreement shall not be considered a permanent easement. Upon the completion of the work to relocate the drainage areas, the improvements will become a part of the common elements of the Property and shall be the sole responsibility of the Condo Association/Property Owner.

3. The Condo Association/Property Owner hereby agrees that the CRA and its contractor shall not be liable for the drainage area upon completion of the work.

IN WITNESS WHEREOF, the CRA has caused this Agreement to be signed and executed on its behalf by its Executive Director, and approved as to form and legality by its General Counsel, and the Condo Association/Property Owner has caused this agreement to be signed and executed by Maria Olivera, property owner, this 10th day of November, 2016.

Hollywood, Florida Community Redevelopment Agency

ATTEST: _____ BY: _____

Phyllis Lewis, Secretary Jorge Camejo, Executive Director

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Community Redevelopment Agency, only.

_____

Jeffrey P. Sheffel, General Counsel

Property Owner **NOTARY**

BY: Maria Olivera

Maria Olivera

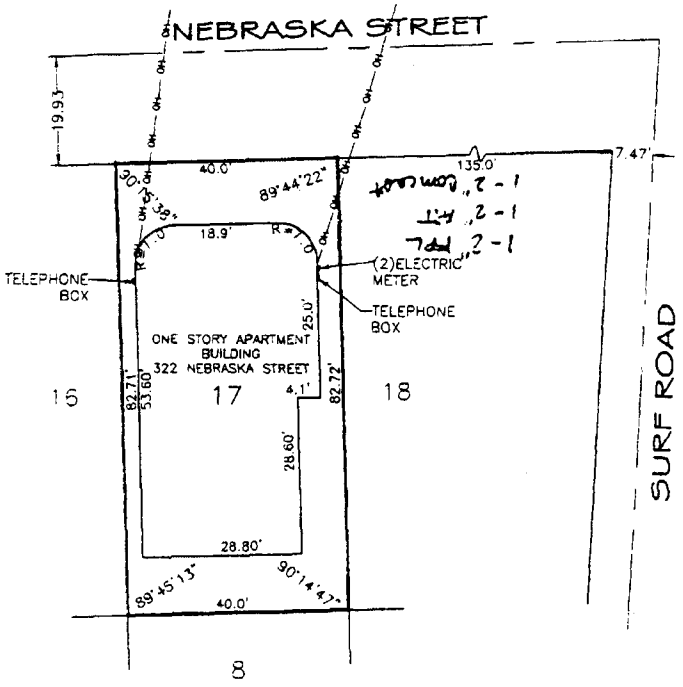
FL D27 0416-544-50-598-0
exp. 03/15/

LUZ MARINA FERNANDEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF140980
Expires 7/10/2018

311

DESCRIPTION:

LOT 17, BLOCK 10, "HOLLYWOOD BEACH FIRST ADDITION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LAND SITUATED IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA



NOTES
1) THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT. EASEMENTS AND RIGHTS-OF-WAY PER RECORD PLAT HAVE BEEN SHOWN HEREON. NO FURTHER SEARCH FOR MATTERS OF RECORD HAS BEEN MADE BY THIS FIRM.
2) FOR THE PURPOSE OF UTILITY PERMITTING AND RE-CONSTRUCTION. NOT A BOUNDARY SURVEY.
3) ADDITION OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITH OUT WRITTEN CONSENT OF THE SIGNING PARTY.
4) NORTH ARROW RELATIVE TO ASSUMED EAST ALONG THE CENTERLINE OF NEVADA STREET

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER

REVISION	DATE	BY

SPECIFIC PURPOSE SURVEY

JOB #: 4484973 | DATE: 08/09/13
SCALE: 1"= 20' | FILE No.
DRAWN BY: DA | CHECKED BY: SKS

STEPHEN K. SEELEY, FOR THE FIRM
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 4574

GIBBS LAND SURVEYORS
2131 HOLLYWOOD BOULEVARD, SUITE 204
HOLLYWOOD, FL 33020 (954) 923-7666
LICENSED BUSINESS NO. 7018

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102175
Street Address: 324 MCKINLEY ST #1-8
County: Broward

THE UNDERSIGNED does hereby certify that a search has been made of the Official Records of **Broward County,** State of Florida for:

Landmark Abstract Agency

As to the following described property to wit:

Lots 16 and 17, Block 9 of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

LAST RECORD TITLE HOLDER: Julia 2 LLC, a Florida limited liability company

DEEDS & CONVEYANCES: See page 2 of 4

MORTGAGES AND OTHER ENCUMBRANCES: See page 3 of 4

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS: See page 3 of 4

RIGHT-OF-WAY: NONE

FOLIO NUMBER: 514212-01-1380

CURRENT TAXES: Taxes for the year 2022 show PAID.

DELINQUENT: YES:_____ NO: X Tax Certificate No: NONE

This report consists of Encumbrances, Name Search Data, Conveyance history, etc. The Omission of any section indicates **NOTHING FOUND**, for that section ALL "subject to" Mortgages have been satisfied by statute or of record unless specifically shown.

The foregoing title search report reflects comprehensive search of the Official Records of Broward County, Florida showing the present ownership of the real property described above together with all outstanding encumbrances and potential encumbrances affecting said lands. This report is not to be constructed as an opinion of title.

CERTIFIED from February 20, 1923, through August 24, 2023, at 2:30 p.m.

BY: _____
John G. Sanchez- Examiner

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102175
Street Address: 324 MCKINLEY ST #1-8
County: Broward

DEEDS & CONVEYANCES:

1. Warranty Deed from Ranson B. Young a/k/a Ransom B. Young and Diane Young, his wife, to Peter Paglio and Guido Panichi, dated April 15, 1957, filed April 19, 1957, and recorded in Official Records Book 904, Page 589.

2. Warranty Deed from Guido Panichi and Elizabeth Panichi, his wife, to Biagio La Rocca, dated February 12, 1978, filed March 1, 1978, and recorded in Official Records Book 7446, Page 392.

3. Warranty Deed from Biagio La Rocca, a married man, to Peter Paglio, dated August 15, 1978, filed September 14, 1978, and recorded in Official Records Book 7765, Page 984.

4. Quit Claim Deed from Peter Paglio, a single man, to Peter Paglio, Trustee, dated July 16, 1981, filed January 18, 1984, and recorded in Official Records Book 11415, Page 117.

5. Certificate of Death for Peter Paglio filed February 7, 1995, and recorded in Official Records Book 23118, Page 739; Final Certificate for Inheritance and Estate Tax filed February 7, 1995, and recorded in Official Records Book 23118, Page 740.

6. Personal representative's Distributive Deed from John Paglio, the duly qualified and acting Personal Representative of the Estate of Peter Paglio, to John Paglio, Orlando Paglio, and Rosalie Paterniti, Successor Trustees of the Peter Paglio Declaration of Trust, dated January 26, 1995, filed February 7, 1995, and recorded in Official Records Book 23118, Page 741.

7. Trustees Deed from Orlando J. Paglio and Rosalie Paterniti, Successor Co-Trustees of the Declaration of Trust of Peter Paglio, to Leonard Kock and Lois Kock, husband and wife, and Randy Kock, single, dated December 22, 1997, filed January 6, 1998, and recorded in Official Records Book 27501, Page 220.

8. Warranty Deed from Leonard Kock and Lois Kock, husband and wife, and Randy Kock, a single man, to M-N-M Properties, Inc., a corporation existing under the laws of the State of Florida, dated July 29, 2001, filed August 14, 2001, and recorded in Official Records Book 31978, Page 1310, re-recorded October 26, 2001, in Official Records Book 32282, Page 1264.

9. Warranty Deed from M-N-M Properties, Inc., a corporation existing under the laws of the State of Florida, to P.F. Enterprises, LLC, a Florida Limited Liability Company, dated December 17, 2003, filed December 29, 2003, and recorded in Official Records Book 36654, Page 349.

10. Warranty Deed from P.F. Enterprises, LLC, a Florida limited liability company, to Armanwood LLC, a Florida limited liability company, dated November 30, 2004, filed December 3, 2004, and recorded in Official Records Book 38644, Page 60.

11. Warranty Deed from Armanwood, LLC, a Florida limited liability company, to Julia 2 LLC, a Florida limited liability company, dated November 12, 2008, filed November 13, 2008, and recorded in Official Records Book 45807, Page 1112.

NATIONAL TITLE AND ABSTRACT COMPANY
ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102175
Street Address: 324 MCKINLEY ST #1-8
County: Broward

MORTGAGES AND OTHER ENCUMBRANCES:

1. **Mortgage between Julia 2 LLC, a Florida limited liability company, and Executive National Bank, filed April 7, 2015, and recorded in Instrument # 112909335; Assignment of Leases and Rents filed April 7, 2015, and recorded in Instrument # 112909336; Future Advance and Modification Agreement filed August 25, 2017, and recorded in Instrument # 114583685.**

2. **UCC Financing Statement Form filed April 7, 2005, and recorded in Instrument # 112909337; Continuation filed March 3, 2020, and recorded in Instrument # 116388138.**

COVENANTS, RESTRICTIONS, EASEMENTS AND RELATED DOCUMENTS:

1. **All matters contained in the Plat of HOLLYWOOD BEACH FIRST ADDITION, filed February 20, 1923, and recorded in Plat Book 1, Page 31.**

2. **Ordinance No. 0-72-39, filed March 30, 1978, and recorded in Official Records Book 7489, Page 390.**

3. **Ordinance No. 86-90 filed December 26, 1966, and recorded in Official Records Book 14022, Page 900; Re-recorded filed January 9, 1987, and recorded in Official Records Book 14066, Page 945.**

4. **Perpetual Beach Storm Damage Reduction Easement filed January 9, 2002, and recorded in Official Records Book 32599, Page 1510**

5. **Ordinance No. 2002-61 filed November 21, 2002, and recorded in Official Records Book 34145, Page 1891.**

RIGHT-OF-WAY:

NONE

NAME SEARCH:

Julia 2 LLC

NATIONAL TITLE AND ABSTRACT COMPANY

ABSTRACTS • TITLE INSURANCE • CLOSING SERVICES

TITLE SEARCH REPORT

Search Number: 23-102175
Street Address: 324 MCKINLEY ST #1-8
County: Broward

EXCLUDED MATTERS:

1. Recorded mortgages and liens that have been satisfied of record or barred by operation of law.

2. Matters recorded in the County Official Records against any name than exactly as listed in this Report.

3. Recorded Matters (i) for which National Title and Abstract Company has otherwise assumed liability, (ii) which involve only matters for which coverage is excluded under the title insurance policy to be issued, or (iii) which in the judgment of National Title and Abstract Company would not properly be contained in an abstract of title.

4. Recorded restrictions, covenants, encumbrances, and interests, which have been terminated by recorded agreement or by operation of law.

5. Matters recorded or appearing anywhere other than in the Official Records maintained by the Clerk of the Circuit Court for the County in which the land covered by this Report is situated, pursuant to Section 28.222, Florida Statutes.

CONDITIONS FOR USE OF THIS REPORT IN ISSUING A TITLE INSURANCE COMMITMENT OR POLICY:

1. Review all documents referred to in this report.

2. Prepare the commitment or policy based upon (i) the foregoing reviews, (ii) your analysis of the present transaction, surveys, closing documents, and matters of which you have actual knowledge, but which are not shown in this Report, and (iii) the underwriting criteria contained in your agency agreement with your underwriter.

3. Other: None

MARTY KIAR
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	**324 MCKINLEY STREET #1-8, HOLLYWOOD FL 33019**	ID #	5142 12 01 1380
Property Owner	JULIA 2 LLC	**Millage**	0513
Mailing Address	3350 SW 57 PL FORT LAUDERDALE FL 33312	**Use**	39-08

Abbr Legal Description	HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 16,17 BLK 9

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

* 2023 values are considered "working values" and are subject to change.

Property Assessment Values

Year	Land	Building / Improvement	Just / Market Value	**Assessed / SOH Value**	**Tax**
2023*	$298,230	$878,740	$1,176,970	$1,003,420	
2022	$298,230	$741,970	$1,040,200	$912,200	$20,521.84
2021	$298,230	$531,050	$829,280	$829,280	$18,072.96

2023* Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$1,176,970	$1,176,970	$1,176,970	$1,176,970
Portability	0	0	0	0
Assessed/SOH	$1,003,420	$1,176,970	$1,003,420	$1,003,420
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$1,003,420	$1,176,970	$1,003,420	$1,003,420

Sales History

Date	**Type**	Price	Book/Page or CIN
11/11/2008	SWD-O	$405,000	**45807 / 1112**
11/30/2004	WD	$810,000	**38644 / 60**
12/17/2003	WD	$510,000	**36654 / 349**
10/26/2001	DRR		**32282 / 1264**
7/31/2001	WD	$358,000	**31978 / 1310**

Land Calculations

Price	Factor	**Type**
$45.07	6,617	SF
Adj. Bldg. S.F. (Card, Sketch)		2292
Units		8
Eff./Act. Year Built: 1960/1941		

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
05								
C								
2292								

Real Estate Account #514212-01-1380

Owner: JULIA 2 LLC
Situs: 324 MCKINLEY ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

2022 Annual Bill

BROWARD COUNTY RECORDS, TAXES & TREASURY DIV.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	687344	LE-37855	0513	$0.00	PAID Print (PDF)

If paid by: Nov 30, 2022
Please pay: $0.00

Combined taxes and assessments: $20,521.84

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

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
BROWARD COUNTY GOVERNMENT					
COUNTYWIDE SERVICES	5.53060	$912,200.00	$0.00	$912,200.00	$5,045.01
VOTED DEBT	0.13840	$912,200.00	$0.00	$912,200.00	$126.25
BROWARD CO SCHOOL BOARD					
GENERAL FUND	4.45100	$1,040,200.00	$0.00	$1,040,200.00	$4,629.93
CAPITAL OUTLAY	1.50000	$1,040,200.00	$0.00	$1,040,200.00	$1,560.30
VOTER APPROVED DEBT LEVY	0.18730	$1,040,200.00	$0.00	$1,040,200.00	$194.83
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.03270	$912,200.00	$0.00	$912,200.00	$29.83
OKEECHOBEE BASIN	0.10260	$912,200.00	$0.00	$912,200.00	$93.59
SFWMD DISTRICT	0.09480	$912,200.00	$0.00	$912,200.00	$86.48
SOUTH BROWARD HOSPITAL	0.10100	$912,200.00	$0.00	$912,200.00	$92.13
Total Ad Valorem Taxes	**20.77520**				**$19,736.84**

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
CHILDREN'S SVCS COUNCIL OF BC	0.45000	$912,200.00	$0.00	$912,200.00	$410.49
CITY OF HOLLYWOOD					
HOLLYWOOD OPERATING	7.46650	$912,200.00	$0.00	$912,200.00	$6,810.94
DEBT SERVICE	0.68830	$912,200.00	$0.00	$912,200.00	$627.87
FL INLAND NAVIGATION	0.03200	$912,200.00	$0.00	$912,200.00	$29.19
Total Ad Valorem Taxes	**20.77520**				**$19,736.84**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOUNT
HLWD FIRE RESCUE ASSESSMENT		$661.00
HLWD FIRE INSPECTION		$124.00
Total Non-Ad Valorem Assessments		**$785.00**

Parcel Details

Owner: JULIA 2 LLC

Situs: 324 MCKINLEY ST

Account 514212-01-1380

Alternate Key 687344

Millage code 0513 - HOLLYWOOD 0513

Millage rate 20.77520

Escrow company: CITY NATIONAL BANK OF FLORIDA (LE-37955) 25 W FLAGLER ST 4TH FL MIAMI, FL 33130

Assessed value: $912,200

School assessed value: $1,040,200

2022 TAX AMOUNTS

Ad valorem: $19,736.84

Non-ad valorem: $785.00

Total Discountable: $20,521.84

Total tax: $20,521.84

LEGAL DESCRIPTION

HOLLYWOOD BEACH FIRST ADD 1-31 B LOT 16,17 BLK 9

LOCATION

Book, page, item: --

Property class:

Township: 51

Range: 42

Section: 12

Use code: 39

Broward County Records, Taxes & Treasury Div.
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

© 2019-2023 Grant Street Group. All rights reserved.

Search > Account Summary

Real Estate Account #514212-01-1380

Owner: JULIA 2 LLC

Situs: 324 MCKINLEY ST

Parcel details
GIS
Property Appraiser
VAB: ASSESS/ PETITION

Get bills by email

Amount Due

Your account is **paid in full**. There is nothing due at this time.
Your last payment was made on **11/28/2022** for **$19,700.97**.

Account History

BILL	AMOUNT DUE	STATUS				ACTION
2022 Annual Bill	$0.00	**Paid** $19,700.97	11/28/2022	**Receipt** #EEX-22-00000167		Print (PDF)
2021 Annual Bill	$0.00	**Paid** $17,350.04	11/30/2021	**Receipt** #EEX-21-00001266		Print (PDF)
2020 Annual Bill	$0.00	**Paid** $18,961.59	11/30/2020	**Receipt** #EEX-20-00000823		Print (PDF)
2019						
2019 Annual Bill	$0.00	**Paid** $18,725.29	11/26/2019	**Receipt** #EEX-19-00000385		Print (PDF)
Refund		**Processed** $247.79	03/20/2020	**To** CORELOGIC		
		Paid $18,725.29				
2018 Annual Bill	$0.00	**Paid** $17,002.99	11/27/2018	**Receipt** #EEX-18-00000344		Print (PDF)
2017						
2017 Annual Bill	$0.00	**Paid** $17,922.64	11/30/2017	**Receipt** #EEX-17-00000628		Print (PDF)
Refund		**Processed** $1,753.07	04/06/2018	**To** CORELOGIC		
		Paid $17,922.64				
2016						
2016 Annual Bill	$0.00	**Paid** $16,261.39	11/23/2016	**Receipt** #EEX-16-00000205		Print (PDF)
Refund		**Processed** $576.42	03/17/2017	**To** CORELOGIC		
		Paid $16,261.39				
2015 Annual Bill	$0.00	**Paid** $14,748.34	11/23/2015	**Receipt** #EEX-15-00000221		Print (PDF)
2014						
2014 Annual Bill	$0.00	**Paid** $13,210.47	11/24/2014	**Receipt** #EEX-14-00000698		Print (PDF)
Refund		**Processed** $570.81	01/30/2015	**To** LERETA LLC		
		Paid $13,210.47				
2013 Annual Bill	$0.00	**Paid** $12,391.81	11/22/2013	**Receipt** #EEX-13-00000769		Print (PDF)
2012 Annual Bill	$0.00	**Paid** $11,260.29	11/21/2012	**Receipt** #EEX-12-00000182		Print (PDF)
2011 Annual Bill	$0.00	**Paid** $9,902.14	11/30/2011	**Receipt** #15B-11-00000809		Print (PDF)
2010 Annual Bill	$0.00	**Paid** $10,136.16	01/31/2011	**Receipt** #13B-10-00001731		Print (PDF)
Total Amount Due	**$0.00**					

BILL	AMOUNT DUE	STATUS			ACTION
2009 Annual Bill	$0.00	**Paid** $9,893.46	12/31/2009	**Receipt** #03A-09-00005474	Print (PDF)
2008					
2008 Annual Bill	$0.00	**Paid** $17,635.00	12/31/2009	**Receipt** #02A-09-00005687	Print (PDF)
Certificate #21827		**Redeemed**	01/04/2010	**Face** $16,657.09, **Rate** 10%	
		Paid $17,635.00			
2007 Annual Bill	$0.00	**Paid** $16,110.08	12/31/2007	**Receipt** #2007-8826674	Print (PDF)
2006 Annual Bill	$0.00	**Paid** $17,261.00	11/09/2006	**Receipt** #2006-8803942	Print (PDF)
2005					
2005 Annual Bill	$0.00	**Paid** $20,169.55	07/28/2006	**Receipt** #2005-1105746	Print (PDF)
Certificate #7976		**Redeemed**	08/08/2006	**Face** $19,203.14, **Rate** 0.25%	
		Paid $20,169.55			
2004 Annual Bill	$0.00	**Paid** $11,086.90	12/03/2004	**Receipt** #2004-3005151	Print (PDF)
2002					
2002 Annual Bill	$0.00	**Paid** $8,134.83	09/29/2003	**Receipt** #2002-1603672	Print (PDF)
Certificate #7203		**Redeemed**	09/30/2003	**Face** $7,741.50, **Rate** 0.25%	
		Paid $8,134.83			
Total Amount Due	**$0.00**				

© 2019–2023 Grant Street Group. All rights reserved

WARRANTY DEED
STATUTORY
F. S. 689.02

OFF. REC. 904 PAGE 589
DREW'S FORM B. B. 4½

Manufactured and for sale by DREW'S SUPPLY, Jacksonville

819868

This Indenture,

34 50

Made this 15 day of April A. D. 1957
BETWEEN RANSON B. YOUNG a/k/a RANSOM B. YOUNG and DIANE YOUNG, his wife
of the County of Broward, in the State of Florida, part ies of the first part, and
PETER PAGLIO and GUIDO PANICHI
of the County of Cuyahoga, in the State of Ohio, whose post office address is
1473 Holmden Road, South Euclid (21) Ohio
part ies of the second part.

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

Lots 16 and 17, Block 9 HOLLYWOOD BEACH FIRST ADDITION, as recorded in Plat Book 1, page 31, Public Records of Broward County, Florida.

Grantees by acceptance of this deed expressly assume and agree to pay that certain mortgage on subject property dated 9/11/53 in the principal sum of $29,000 and recorded in O.R. Book 36, page 399 Public records of Broward County, Florida.

Grantees further by acceptance of this deed expressly assume and agree to pay that certain mortgage on subject property dated 6/29/56 in the principal sum of $9,000 and recorded in O.R. Book 669, page 595 Public Records of Broward County, Florida.

RECORDED APR 19 1957

APR 19 11 51 AM '57

And the said part ies 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 ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in the presence of:

Ransom B. Young (L.S.)

Diane Young (L.S.)

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 acknowledgements, personally appeared RANSON B. YOUNG a/k/a RANSOM B. YOUNG and DIANE YOUNG, his wife to me known to be the person s 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 15th day of April A. D. 19 57

My commission expires
Bonded

OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

return to grantee

175

78- 50420

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

Return to:

This instrument was prepared by:

JAMES A. CATANIA
Attorney at Law
1747 Van Buren St., Suite 910
HOLLYWOOD, FLORIDA 33020

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

15300
5.00

This Indenture, Made this 12th day of FEBRUARY 1978, **Between**

GUIDO PANICHI and ELIZABETH PANICHI, his wife,

of the County of BROWARD, State of FLORIDA, grantor*, and

BIAGIO LA ROCCA

whose post office address is 324 McKinley Street, Hollywood,

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 ($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 BROWARD County, Florida, to-wit:

ONE-HALF (½) INTEREST in and to:

Lots 16 and 17, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

Subject to conditions, restrictions, reservations, easements, and limitations of record, and taxes for the year 1978 and all subsequent years.

78 MAR 1 PM 2:34

BROWARD COUNTY 183331 FLORIDA DEPT. OF REVENUE MAR-1-78 P.B. 11139 DOCUMENTARY SUR TAX 56.10

202124 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE MAR-1-78 P.B. 11122 153.00

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

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:

Guido Panichi (Seal)
GUIDO PANICHI

Elizabeth Panichi (Seal)
ELIZABETH PANICHI, his wife

(Seal)

(Seal)

Anna Panichi
D. Fiorelle

REC. 7445 PAGE 392

STATE OF OHIO
COUNTY OF CUYAHOGA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

ELIZABETH PANICHI,

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 12 day of February, 19 78.

Ernest M. Panichi (Notary Public)

My commission expires: 5-1-82

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared GUIDO PANICHI, to be known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this 21st day of February, 1978, in the County and State above.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 8 1982
BONDED THRU GENERAL INS. UNDERWRITERS

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

REC 7446 PAGE 393

Printed for Lawyers' Title Gua

78-237496

BROWARD COUNTY 468006

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE SEP 14 '78 18 0.00

This instrument was prepa

JAMES A. CATANI
Attorney at Law
1747 Van Buren St., Suit
HOLLYWOOD, FLORIDA

Warranty Deed (STATUTORY FORM — SECTION 689.02 F.S.)

This Indenture, Made this 15th day of AUGUST 19 78 .

BIAGIO LA ROCCA, a married man

of the County of BROWARD , State of FLORIDA , grant

PETER PAGLIO,

whose post office address is 324 McKinley Street, Hollywood,

of the County of BROWARD , State of FLORIDA , g

Witnesseth, That said grantor, for and in consideration of the sum of TEN AND NO/100 ------ ($10.00) ----------

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, lowing described land, situate, lying and being in BROWARD County, Florida, to-wit:

ONE-HALF (½) INTEREST in and to:

Lots 16 and 17, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

SUBJECT TO conditions, restrictions, reservations, easements, and limitations of record, and taxes for the year 1978 and all subsequent years.

N.B. The One-Half interest herein constitutes his entire interes in the above described property.

Grantor never used the above property being conveyed, as homestead property. Grantor is resident of the State of

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

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above Signed, sealed and delivered in our presence:

Stanley D. Bernoni
Ralph Vitiello

Biagio La Rocca
BIAGIO LA ROCCA,
a married man

DOCUMENTARY STAMP TAX FLORIDA SEP 14 '78 $ 6 6.00

STATE OF NEW YORK
COUNTY OF Onondaga

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, per appeared BIAGIO LA ROCCA, a married man

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

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of August 19 78 .

My commission expires: 3/30/79

Ralph J. Vitiello
Notary Public

RALPH J. VITIELLO
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4604713
My Commission Expires March 30, 1979

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
ACTING COUNTY ADMINISTRATOR

PLEASE RETURN TO:
LONG AND FIERRE, P.A.
2[illegible] E. Hallandale Beach Blvd.
HALLANDALE, FLORIDA 33009

QUIT-CLAIM DEED

RAMCO FORM 8

84- 18705

This Quit-Claim Deed, *Executed this* 16 *day of* July *, A. D. 19* 81 *, by*
PETER PAGLIO, a single man,

first party, to PETER PAGLIO, TRUSTEE

whose postoffice address is 324 McKinley Street, Hollywood, Florida 33019

second party

(Wherever used herein the terms "first party" and "second party" 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 said first party, for and in consideration of the sum of* $ 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 which 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:*

Lots 16 and 17, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

.45

JUN 10 2 23 PM '84

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 party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.*

In Witness Whereof, *The said first party has signed and sealed these presents the day and year first above written.*
Signed, sealed and delivered in presence of:

Peter Paglio (L.S.)
PETER PAGLIO

(L.S.)

REC 11415 PAGE 117

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
PETER PAGLIO, a single man,

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 16 day of July A. D. 1981.

Notary Public, State of Florida

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 18-1983
BONDED THRU GENERAL INS. UNDERWRITERS

F. T. JOHNSON
COUNTY ADMINISTRATOR

This Instrument prepared by: QUENTIN V. LONG
Address 801 E. Hallandale Beach Blvd.
Hallandale, Florida 33009

RETURN TO
QUENTIN V. LONG
801 E. Hallandale Beach Blvd.
Hallandale, Fla. 33009

11
5

LOTS 16 AND 17, BLOCK 9, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

95-054552 T#001
02-07-95 10:24PM

Ohio Department of Health
VITAL STATISTICS
CERTIFICATE OF DEATH
TYPE OR PRINT IN PERMANENT BLACK INK

Reg. Dist. No. 15
Primary Reg. Dist. No. 1819

State File No. 55860

Decedent's Name: Peter PAGLIO
Sex: Male
Date of Death: November 27, 1991
Social Security Number: 282-08-5734 A
Age: 97
Date of Birth: May 25, 1894
Place of Birth: Italy
Place of Death: Meridia Hillcrest Hospital, Hayfield Hts., Cuyahoga
Residence: Widowed; Self Employed; Paglio's Rest.
Residence: Ohio, Cuyahoga, So. Euclid, 1473 Nolsden Rd.
Zip Code: 44121
Informant: John Paglio; Maria Rosa Sessano
Funeral Director: Peralio Fatermit; 5953 Harwell Dr. Hayfield Hts., OH 44124
Disposition: Lake View Cemetery, Cleveland, OH
Date of Disposition: November 30, 1991
Name of Cemetery: Anthony Gamellia; 7626 A
Licensed Embalmer: Dicicco & Sons Inc 5975 Hayfield Rd Hayfield Hts OH 44124
Date Filed: JAN 29 1991
Time of Death: 3:45 p.m.
Date Physician Last Saw Alive: Nov 27, 1991
Certifier: R Petroff MD; 47914; 11/27/91
Roman Petroff M.D. 5187 Hayfield Rd Hayfield Hts, Ohio 44124
Immediate Cause: Congestive heart failure
Due to or as a consequence of: Chronic obstructive lung disease
Due to or as a consequence of: Pleural effusions
Due to or as a consequence of: Renal failure.
Manner of Death: Natural
Place of Death: Hospital

JAN 20 1995

Record and Return To:
Kaplan, Jaffe and Gates, P.A.
Will Call - Tri-County

OR 23118 PG 0739

Recorded in the Official Records Book
of Broward County, Florida

LOTS 16 AND 17, BLOCK 8, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

95-054553 T#002
02-07-95 10:24PM

D0-804
R.01/03

L. H. FUCHS
EXECUTIVE DIRECTOR

FINAL CERTIFICATE
FOR INHERITANCE AND ESTATE TAX

NO. A 94506

To

TIMOTHY F. O'BRIEN
THE HOYT BLOCK
700 N. ST. CLAIR AVE., STE 210
CLEVELAND, OH 44113

Re: The Estate of PAGLIO, PETER
Social Security No. 282055734

Date of death: 11/27/91

Resident of CUYAHOGA County,

State of OH

Date: 12/28/94

THIS IS TO CERTIFY, That in accordance with the provisions of Chapter 198, Florida Statutes, there has been filed with this office a sworn return for Estate Taxes as required by law in the above named Estate and that the amount of tax assessed by the State of Florida against said estate was

FIVE THOUSAND ONE HUNDRED ONE AND 50/100 DOLLARS

_____ Dollars

The total tax paid amounted to ..... $ $*****5,101.50

The total interest paid amounted to ..... $ $*******.00

The total penalty paid amounted to ..... $ $*******.00

No claim for refund of the above tax, or any part thereof, is pending, and no refund has been authorized.

Given in quadruplicate under my hand and the seal of the State of Florida the date first above written.

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

L. H. Fuchs
Executive Director
Department of Revenue

BK23118PG0740

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Record and Return To:
Kaplan, Jaffe and Sales, P.A.
Will Call - Tri-County

95-054554 T#003
02-07-95 10:24PM

$ 0.70
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERHOLT

COUNTY ADMIN.

THIS DOCUMENT PREPARED BY:
DOUGLAS C. KAPLAN, ESQUIRE
KAPLAN, JAFFE & GATES, P.A.
2435 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33020

PERSONAL REPRESENTATIVE'S DISTRIBUTIVE DEED
(TESTATE)

THIS INDENTURE is made this 26th day of January, 1995, by and between JOHN PAGLIO, the duly qualified and acting Personal Representative of the Estate of PETER PAGLIO, deceased, party of the first part, and JOHN PAGLIO, ORLANDO PAGLIO, and ROSALIE PATERNITI, SUCCESSOR TRUSTEES OF THE PETER PAGLIO DECLARATION OF TRUST, whose post office address is, 9581 TAMARIN COURT, MENTOR, OHIO 44060, party of the second part.

WITNESSETH: That WHEREAS, PETER PAGLIO died testate a resident of Cuyahoga County, Ohio, on November 27, 1991, seized and possessed of real property hereinafter described; and

WHEREAS, title to said property passed to the party of the second part as of the date of said decedent's death pursuant to the provisions of the Decedent's Last Will and Testament, which was admitted to probate and record by the Circuit Court for Broward County, Florida, Probate Division, in Case No. 94-2788, subject only to the right of the party of the first part to sell or encumber the property for the purpose of defraying claims, costs, and expenses of administration of Decedent's Estate; and

WHEREAS, the party of the first part wishes to distribute said property to the party of the second part and evidence the release of the property from said right to sell or encumber,

NOW THEREFORE, in consideration of the foregoing and in connection with the distribution of the Estate of said Decedent, the party of the first part has released to the party of the second part the right to sell or encumber said property and granted, conveyed and confirmed unto the party of the second part, his heirs and assigns forever, all of the interest of said Decedent in and to the real property situated in Broward County, Florida, described as follows:

LOTS 16 AND 17, BLOCK 9, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BK23118PG0741

Record and Return To:
Kaplan, Jaffe & Gates, P.A.
2435 Hollywood Blvd.
Hollywood, FL 33020

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging to or in any way appertaining to that real property, subject to all restrictions, reservations, and easements of record, if any, and ad valorem taxes for the current year.

This Deed is given to evidence the distribution of assets of a Decedent's Estate.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the Estate of said Decedent, has executed this instrument under seal on the date aforesaid.

Signed, Sealed and delivered
in the presence of:

JOHN PAGLIO, As Personal Representative of the ESTATE of PETER PAGLIO, Deceased.

STATE OF OHIO)
)SS.
COUNTY OF CUYAHOGA)

I hereby certify that the foregoing instrument was acknowledged before me this 26th day of January, 1995, by JOHN PAGLIO, as Personal Representative of the Estate of PETER PAGLIO, deceased.

Notary Public, State of Ohio at Large

My Commission Expires:

TIMOTHY E. O'BRIEN, Attorney
At Law - Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

OFFICIAL RECORDS BOOK
PAGE FLORIDA

OR 2311 PG 0712

#97100795

98-005441 TW002
01 [illegible] 1:47:32PM
$ 1890.00
[illegible]

RECVD. BROWARD COUNTY
COUNTY ADMIN.

RETURN TO:
OLD REPUBLIC NAT'L TITLE
600 W. HILLSBORO BLVD. #220
DEERFIELD BEACH, FL 33441

TRUSTEES DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, on the 3rd day of June, 1981, a Declaration of Trust was entered into by and between PETER PAGLIO as Settlor and PETER PAGLIO as Trustee which Declaration of Trust was modified on the 3rd day of August, 1984, and whereas PETER PAGLIO died on November 27, 1991 and as a result thereof, ORLANDO J. PAGLIO AND ROSALIE PATERNITI became the Successor Co-Trustees of the Declaration of Trust.

That said Declaration of Trust, among other provisions, contains the following, to-wit:

ITEM II-V

A Specific Powers and Duties

The Trustee shall have the power with respect to each trust interest created under this instrument, except as otherwise herein directed:

(1) Sale or Exchange of Property. To sell, exchange, assign and transfer, or grant options with respect to, any security or other property which may at any time be held in trust at public or private sale for such purposes, at the fair market value therof and upon such terms and conditions (including credit) as the Trustee shall deem advisable;...

Whereas, as a result of the death of Peter Paglio the Declaration of Trust became the owner in fee simple of the real property hereinafter described, and in order to carry out the provisions of the Declaration of Trust, it is necessary to sell said real estate.

NOW, THEREFORE, we, ORLANDO J. PAGLIO and ROSELIE PATERNITI, as Successor Co-Trustees as aforesaid and pursuant to the said provisions of the Declaration of Trust of PETER PAGLIO, now deceased, by virtue of the statutes in such cases made and provided, and of the powers invested in us, and for and in consideration of the promises, and the sum of Ten Dollars ($10.00), and other good and valuable consideration, paid, or secured to be paid, to us, ORLANDO J. PAGLIO and ROSELIE PATERNITI, successor Co-Trustees of the Declaration of Trust of Peter Paglio, now deceased, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey with fiduciary covenants to LEONARD KOCH and LOIS KOCH, husband and wife, and RANDY KOCH, single, their heirs and assigns, whose tax mailing address is:

1446 Scott Street
Hollywood, FL 33020

the following described real property:

Situated in the City of Hollywood Beach, County of Broward and State of Florida and more fully described as follows:

LOTS 16 AND 17, BLOCK 9, OF HOLLYWOOD BEACH FIRST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

RE # 51-42-12-01-1380

TO HAVE AND TO HOLD, said premises, with all the privileges and appurtenances thereto belonging, to the said LEONARD KOCH and LOIS KOCH, Husband & Wife, and RANDY KOCH, single, their heirs and assigns forever as fully and completely as we, as the said Co-Trustees, by virtue of said Declaration of Trust, and of the statutes made and provided for such cases, might or should sell or convey the same.

BK27501PG0220

2 PAC

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 22nd day of December, 1997, at Cleveland, OH.

Signed and acknowledged in the presence of:

ROSALIE PATERNITI, Successor Co-Trustee

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said county, personally appeared the above named ROSALIE PATERNITI, Successor Co-Trustee under the Declaration of Trust dated June 3, 1981 and modified on August 3, 1984 of PETER PAGLIO, deceased, who acknowledge that she signed the foregoing instrument and that the same is her free act and deed as such Successor Co-Trustee.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 22nd day of December, 1997, at Cleveland, OH.

Notary Public

Signed and acknowledged in the presence of:

Charles Anania

Rosa D. Cuebas

ORLANDO J. PAGLIO, Successor Co-Trustee

STATE OF)
) SS:
COUNTY OF)

BEFORE ME, a Notary Public, in and for said county, personally appeared the above named ORLANDO J. PAGLIO, Successor Co-Trustee under the Declaration of Trust dated June 3, 1981 and modified on August 3, 1984 of PETER PAGLIO, deceased, who acknowledge that he signed the foregoing instrument and that the same is his free act and deed as such Successor Co-Trustee.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 23rd day of December, 1997, at Broward County, Fla.

Notary Public

CHARLES ANANIA
MY COMMISSION # CC484273 EXPIRES
November 4, 1999
BONDED THRU TROY FAIN INSURANCE, INC.

This instrument prepared by:

TIMOTHY F. O'BRIEN
Attorney at Law
700 West St. Clair Avenue
Suite 210
Cleveland, Ohio 44113
(216) 621-1100

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK27501PG0221

This Document Prepared By:
DEBORAH S. KOWALSKY, J.D. LL.M.
BOULEVARD TITLE OF SOUTH FLORIDA, INC.
2501 Hollywood Boulevard Suite 206
Hollywood, FL 33020

W/C TRI-COUNTY for: --

BOULEVARD TITLE
2501 Hollywood Blvd Ste: 206
Hollywood, Fl 33020

Parcel ID Number: 11212-01-13800

INSTR # 101251878
OR BK 31978 PG 1310
RECORDED 08/14/2001 10:28 AM
COMMISSION
BROWARD COUNTY
DOC STMP-D 2,506.00
DEPUTY CLERK 1006

Warranty Deed

This Indenture, Made this 29 day of July, 2001 A.D., **Between** LEONARD KOCH and LOIS KOCH, husband and wife, AND RANDY L. KOCH, a single man,

of the County of BROWARD, State of Florida, **grantors,** and M-N-M PROPERTIES, INC., a corporation existing under the laws of the state of Florida

whose address is: 347 Virginia Street, Hollywood, FL 33019

of the County of BROWARD, State of FLORIDA, **grantee.**

Witnesseth that the GRANTORS, for and in consideration of the sum of - TEN & NO/100($10.00) - - - - - - - - - - - - DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of BROWARD State of Florida to wit:

Lots 16 and 17, Block 9, of HOLLYWOOD BEACH FIRST ADDITION, according to the Plat thereof, recorded in Plat Book 1, Page 31, of the Public Records of Broward County, Florida.

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

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Deborah S. Kowalsky
Witness as to Leonard and Lois

Lisa A. Feix
Witness as to Leonard and Lois

Printed Name: Barbara A. Sculovitz
Witness as to Randy

Printed Name: Kathleen J. Solares
Witness as to Randy

Leonard Koch (Seal)
LEONARD KOCH
P.O. Address 1446 Scott Street, HOLLYWOOD, FL 33020

Lois Koch (Seal)
LOIS KOCH
P.O. Address 1446 Scott Street, HOLLYWOOD, FL 33020

Randy L. Koch (Seal)
RANDY L. KOCH
P.O. Address 5668 Oak Grove Avenue, Oakland, CA 94618

STATE OF Florida
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of July, 2001 by LEONARD KOCH and LOIS KOCH, husband and wife,

who are personally known to me or who have produced their Florida driver's licenses as identification.

DEBORAH S. KOWALSKY
NOTARY PUBLIC
My Commission Expires: 04/19/02

(2)

01-0209 NORTON DSK

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

OR BK 31978 PG 1311

State of California
County of Alameda } ss.

On July 29, 2001 (Date), before me, Kathleen J. Solares, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")) personally appeared Randy L. Koch (Name(s) of Signer(s)).

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

KATHLEEN J. SOLARES
COMM. #1237884
NOTARY PUBLIC-CALIFORNIA
COUNTY OF ALAMEDA
My Comm. Exp. Nov. 8, 2003

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: 7/29/2001 Number of Pages: -2-

Signer(s) Other Than Named Above: Yes

Capacity(ies) Claimed by Signer

Signer's Name:

☒ Individual
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 8350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827