

339 SIXTH AVENUE, SUITE 1400 PITTSBURGH, PA 15222 Phone: (412) 391-5555 Fax: (412) 391-7608 E-mail: <u>TitleExpress@grantstreet.com</u>

www.GrantStreet.com

## **PROPERTY INFORMATION REPORT**

### **ORDER DATE:** 11/08/2018

**REPORT EFFECTIVE DATE: 20 YEARS UP TO** 11/07/2018 **CERTIFICATE** # 2015-1935 **ACCOUNT** # 484203K70070 **ALTERNATE KEY** # 84880 **TAX DEED APPLICATION** # 42573

COUNTY, STATE: BROWARD, FL

At the request of the County Tax Collector for the above-named county, a search has been made of the Public Records for the following described property:

### **LEGAL DESCRIPTION:**

Condominium Parcel 91, VENTNOR "E" CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 7561, Page 107, of the Public Records of Broward County, Florida, as amended.

## PROPERTY ADDRESS: 91 VENTNOR E, DEERFIELD BEACH, FL 33442

## **OWNER OF RECORD ON CURRENT TAX ROLL:**

ANNA M DOWNEY 91 VENTNOR E DEERFIELD BEACH, FL 33442 (Matches Property Appraiser records.)

### APPARENT TITLE HOLDER & ADDRESS OF RECORD: ANNA M DOWNEY OR: 31818, Page: 1960 231 NEWPORT O DEERFIELD BEACH, FL 33442 (Per Deed)

MORTGAGE HOLDER OF RECORD:	
BANK OF AMERICA, N.A.	OR: 31818, Page: 1962
PO BOX 26041	
GREENSBORO, NC 27420 (Per Mortgage)	
OLIVITOLIOT DANIZ	OD: 40177 Dame: 1022

SUNTRUST BANK 7455 CHANCELLOR DRIVE ORLANDO, FL 32809 (Per Mortgage) OR: 40177, Page: 1933

## LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

SUNSHINE STATE CERTIFICATES VI, LLLP SUNSHINE STATE CERTIFICATES VI, LLLP/BANKUNITED, TRUSTEE 7900 MIAMI LAKES DRIVE WEST MIAMI LAKES, FL 33016 (Tax Deed Applicant)

CVE MASTER MANAGEMENT COMPANY, INC.OR: 51020, Page: 13063501 WEST DRIVEInstrument: 113781777DEERFIELD BEACH, FL 33442-2085 (Per Liens and Sunbiz)

ANDREW WINSTON, ESQ, REGISTERED AGENT O/B/O CVE MASTER MANAGEMENT COMPANY, INC 2924 DAVIE ROAD 201 FORT LAUDERDALE, FL 33314 (Per Sunbiz. Declaration recorded in 7561-107.)

CVRF DEERFIELD, LIMITED C/O ASSOCIATION LAW GROUP PO BOX 311059 MIAMI, FL 33231 (Per Lien) OR: 51199, Page: 1271

CVRF DEERFIELD, LIMITED 117 W. 72ND ST. SUITE 5W NEW YORK, NY 10023 (Per Sunbiz. Assignment of Lien Rights recorded in 9987-460.)

ASSOCIATION LAW GROUP, P.L., REGISTERED AGENT O/B/O CVRF DEERFIELD, LIMITED 1200 BRICKELL AVE PH2000 MIAMI, FL 33131 (Per Sunbiz)

BD AR FL I, LLC Instrument: 114201995 MARK S MUCCI, ESQ. BENSON, MUCCI & WEISS, P.L. 5561 NORTH UNIVERSITY DRIVE, SUITE 102 CORAL SPRINGS, FL 33067 (Per Lis Pendens) (No Assignment of Lien Rights found in the Official Records for this property from CVE Master Management Company, Inc. to BD AR FL I, LLC.)

BD AR FL I, LLC BD FLA I, LLC PO BOX 1974 K HALLANDALE BEACH, FL 33008 (Per Sunbiz)

AGENTS AND CORPORATIONS, INC., REGISTERED AGENT O/B/O BD AR FL I, LLC AND BD FLA I, LLC 300 FIFTH AVE S, SUITE 101-330 NAPLES, FL 34102 (Per Sunbiz)

JEROME R SCHECHTER, ESQ. AS ATTORNEY AD LITEM FOR ANNA M DOWNEY (Agreed Order. No address found on document.) Instrument: 115406063

EAST COAST MAINTENANCE & MANAGEMENT, REGISTERED AGENT O/B/O VENTNOR "E" CONDOMINIUM ASSOCIATION, INC. 410 SOUTH MILITARY TRAIL DEERFIELD BEACH, FL 33442 (Per Sunbiz. Declaration recorded in 7561-107.)

# **PROPERTY INFORMATION REPORT – CONTINUED**

### PARCEL IDENTIFICATION NUMBER: 4842 03 K7 0070

**CURRENT ASSESSED VALUE:** \$29,830 **HOMESTEAD EXEMPTION:** No **MOBILE HOME ON PROPERTY:** No **OUTSTANDING CERTIFICATES:** N/A

# **OPEN BANKRUPTCY FILINGS FOUND?** No

# OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED: Long Term Lease OR: 7561, Page: 143

Assignment of Leases	OR: 9987, Page: 460
Affidavit	OR: 26807, Page: 575
Warranty Deed	OR: 26807, Page: 577
Certificate of Approval	OR: 26807, Page: 580
Modification of Mortgage	OR: 44660, Page: 132
Notice	Instrument: 114254036

This is a Property Information Report that has been prepared in accordance with the requirements of Sections 197.502(4) and (5), Florida Statutes, and which satisfies the minimum standards set forth in the Florida Administrative Code, Chapter 12D-13.016. This report is not title insurance. It is not an opinion of title, title insurance policy, warranty of title or any other assurance as to the status of title, and shall not be used for the purpose of issuing title insurance.

Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

<u>Wendy Carter</u>

Title Examiner



PROPERTY APPRAISER

Site Address	91 VENTNOR E, DEERFIELD BEACH FL 33442	ID	) #	4842 03 K7 0070
Property Owner	DOWNEY,ANNA M	Μ	illage	1112
Mailing Address	91 VENTNOR E DEERFIELD BEACH FL 33442	U	se	04
Abbr Legal Description	VENTNOR E CONDO UNIT 91			

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).

			Prope	rty Assessment	Values	5			
Year	Land		Building / Improvement		arket Ə		Assessed / SOH Value		Тах
2018	\$2,980	\$26,8	50	\$29,83	0		\$29,830		
2017	\$2,840	\$25,5	50	\$28,39	0		\$27,720	Î	\$759.02
2016	\$2,520	\$22,6	680	\$25,20	0		\$25,200		\$714.17
		2018 Exemp	otions an	d Taxable Values	s by Ta	axing Aut	hority		
		C	ounty	School B	oard	Μι	inicipal		Independent
Just Value		\$2	9,830	\$29	9,830	ç	\$29,830		\$29,830
Portability			0		0		0		0
Assessed/S	ОН	\$2	9,830	\$29	9,830	Ś	\$29,830		\$29,830
Homestead			0		0	0 0		0	
Add. Homestead 0		0	0			0		0	
Wid/Vet/Dis	Vet/Dis 0			0			0		0
Senior			0		0		0		0
Exempt Typ	e		0		0 0		0		
Taxable		\$2	9,830	\$29	9,830		\$29,830		\$29,830
		Sales Histor	у			L	and Calc	ulatio	ns
Date	Туре	Price	Bool	<pre>k/Page or CIN</pre>		Price	Fac	tor	Туре
6/28/2001	WD	\$21,000	31	818 / 1960			ļ		
7/31/1997	WD	\$17,000	2	6807 / 577	]				
7/19/1995	QCD	\$100	2	4023 / 851	]		<u> </u>		
3/1/1993	WD	\$100	2	0538 / 170	1		ļ		
		1	ĺ		1	· · ·	Bldg. S.F.		585
			8,		*		Beds/Bath	-	1/1/1
						Eff./Ac	t. Year Bu	ilt: 19	79/1978

	Special Assessments							
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
11			2					
R			2					
1								

### Board of County Commissioners, Broward County, Florida Records, Taxes, & Treasury

## **CERTIFICATE OF MAILING NOTICES**

### Tax Deed #42573

### STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of March 2019, mail a copy of the Notice of Application for Tax Deed to the following persons prior to the sale of property, and that payment has been made for all outstanding Tax Certificates or, if the Certificate is held by the County, that all appropriate fees have been paid and deposited:

ANNA M DOWNEY	ANNA M DOWNEY	BANK OF AMERICA, N.A.	SUNTRUST BANK
231 NEWPORT O	91 VENTNOR E	PO BOX 26041	7455 CHANCELLOR DRIVE
DEERFIELD BEACH, FL 33442	DEERFIELD BEACH, FL 33442	GREENSBORO, NC 27420	ORLANDO, FL 32809
BD AR FL I, LLC BD FLA I, LLC	BD AR FL I, LLC MARK S MUCCI, ESQ.	CVE MASTER MANAGEMENT	CVRF DEERFIELD, LIMITED
PO BOX 1974 K	BENSON, MUCCI & WEISS, P.L.	COMPANY, INC.	117 W. 72ND ST. SUITE 5W
HALLANDALE BEACH, FL 33008	5561 NORTH UNIVERSITY DRIVE,	3501 WEST DRIVE	NEW YORK, NY 10023
	SUITE 102	DEERFIELD BEACH, FL 33442-2085	
	CORAL SPRINGS, FL 33067		
CVRF DEERFIELD, LIMITED C/O	SUNSHINE STATE CERTIFICATES VI,	CITY OF DEERFIELD BEACH	AGENTS AND CORPORATIONS, INC.,
ASSOCIATION LAW GROUP	LLLP SUNSHINE STATE CERTIFICATES	150 NE 2 AVE	REGISTERED AGENT O/B/O BD AR FL
PO BOX 311059	VI, LLLP/BANKUNITED, TRUSTEE	DEERFIELD BEACH, FL 33441	I, LLC BD FLA I, LLC
MIAMI, FL 33231	7900 MIAMI LAKES DRIVE WEST		300 FIFTH AVE S, SUITE 101-330
	MIAMI LAKES, FL 33016		NAPLES, FL 34102
ANDREW WINSTON, ESQ,	ASSOCIATION LAW GROUP, P.L.,	EAST COAST MAINTENANCE &	JEROME R SCHECHTER, ESQ. AS
REGISTERED AGENT O/B/O CVE	REGISTERED AGENT O/B/O CVRF	MANAGEMENT, REGISTERED AGENT	ATTORNEY AD LITEM FOR ANNA M
MASTER MANAGEMENT COMPANY,	DEERFIELD, LIMITED	O/B/O VENTNOR CONDOMINIUM	DOWNEY
INC	1200 BRICKELL AVE PH2000	ASSOCIATION, INC.	1995 E OAKLAND PARK BLVD #210
2924 DAVIE ROAD 201	MIAMI, FL 33131	410 SOUTH MILITARY TRAIL	FORT LAUDERDALE, FL 33306
FORT LAUDERDALE, FL 33314		DEERFIELD BEACH, FL 33442	
*ACRICH,ANDREW JARA	*SKLAVOUNOS,ROSCELLY		
RANGEL,MARIA	92 VENTNOR E		
90 VENTNOR E	DEERFIELD BEACH, FL 33442		
DEERFIELD BEACH, FL 33442			

### I certify that notice was provided pursuant to Florida Statutes, Section 197.502(4)

I further certify that I enclosed with every copy mailed, a statement as follows: 'Warning - property in which you are interested' is listed in the copy of the enclosed notice.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of March 2019 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

# Bertha Henry

COUNTY ADMINISTRATOR Finance and Administrative Services Department Records, Taxes, & Treasury Division

By\_\_\_\_

Deputy Juliette M. Aikman

# **Broward County, Florida**

# **RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION**

# **NOTICE OF APPLICATION FOR TAX DEED NUMBER 42573**

NOTICE is hereby given that the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the name in which it was assessed are as follows:

Property ID:	484203-K7-0070
Certificate Number:	1935
Date of Issuance:	05/26/2016
Certificate Holder:	SUNSHINE STATE CERTIFICATES VI, LLLP
Description of Property:	VENTNOR E CONDO UNIT 91

Condominium Parcel 91, VENTNOR "E" CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 7561, Page 107, of the Public Records of Broward County, Florida, as amended.

Name in which assessed: Legal Titleholders:	DOWNEY,ANNA M DOWNEY,ANNA M	
	91 VENTNOR E	
	DEERFIELD BEACH, FL	33442

All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 17th day of April , 2019. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

broward.deedauction.net \*Pre-registration is required to bid.

Dated this 14th day of March , 2019 .

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

By:

Dana **F**. Buker Deputy

This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.

 Publish:
 DAILY BUSINESS REVIEW

 Issues:
 03/14/2019, 03/21/2019, 03/28/2019 & 04/04/2019

 Minimum Bid:
 4610.24

401-314

	SERVE ASAP - RETURN	TO TAX NOTICE TRAY	19-010095
	ROWARD COUNTY, FL vs. DOWNEY, AI		TD 42573
ι. I	TYPE OF WRIT	VS. COUNTY/BROWARD	DEFENDANT 41772019 CASE
D	OWNEY, ANNA M	91 VENTNOR E SERVE DEERFIELD BEACH, FL 33	
	14279 BROWARD COUNTY REVENUE-DE 115 S. ANDREWS AVENUE, ROOM / FT LAUDERDALE , FL 33301 JULIE AIKMAN, SUPV.	A-100 Server	d erved-see comments $19_{at} = 3.29pn$
	9884 Attorney DWNEY, ANNA M		Date at Time
		, in Broward County, Florida, by serving the with int, petition, or initial pleading, by the following method:	in named person a true copy of the writ, with the date a
		inc, pention, or initial pleasing, by the ronowing include.	
ш 	INDIVIDUAL SERVICE		
SUBS	STITUTE SERVICE: At the defendant's usual place of abode on "any person	n residing therein who is 15 years of age or older", to wit:	
L.			
	, in ac	ccordance with F.S. 48.031(1)(a)	
	To, the d	lefendant's spouse, at	in accordance with F.S. 48.031(2)(a)
	To, the p	erson in charge of the defendant's business in accordance	with F.S. 48.031(2)(b), after two or more attempts to
	serve the defendant have been made at the place of bus	siness	
COR	RPORATE SERVICE:		
	To, holdi	ing the following position of said corporation	in the absence of any superior officer
	accordance with F.S. 48.081		. •
	To, an er	mployee of defendant corporation in accordance with F.S. 4	48.081(3)
п	To, as re	sident agent of said corporation in accordance with F.S. 48	.091
n	BA DUNICOCUID CEDUICE. T.	, partner, or to	
Ч	of partnership, in accordance with F.S. 48.061(1)	, partier, or w	, designated employee of person in cha
		to a conspicuous place on the property described in the conduct of a the defendant's usual place of abode in accordance with	
	1 <sup>st</sup> attempt date/time:	2 <sup>nd</sup> attempt date/tim	e:
	POSTED COMMERCIAL: By attaching a true cop	y to a conspicuous place on the property in accordance wit	h F.S. 48.183
-	1 <sup>st</sup> attempt date/time:		e:
	•		· ·
$ \downarrow$	<b>OTHER RETURNS:</b> See comments		
X			

You can now check the status of your writ by visiting the Broward Sheriff's Office Website at www.sheriff.org and clicking on the icon "Service Inquiry"

# SCOTT LICENTED, SHERIFF BROWARD COUNTY, FLORIDA

\_\_\_\_ D.S. 15591 UCK

ORIGINAL

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION **PROPERTY ID # 484203-K7-0070 (TD #42573)** 

# WARNING

LUCIVED SHUPIFF

2018 MAR -6 AM 9-27.

BRO 4 U COUNTY, FLOXICA

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

BROWARD COUNTY SHERIFF'S DEPT ATTN: CIVIL DIVISION FT LAUDERDALE, FL 33312

11

NOTE

AS PER FLORIDA STATUTES 197.542, THIS PROPERTY IS BEING SCHEDULED FOR TAX DEED AUCTION, AND WILL NO LONGER BE ABLE TO BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY ALL PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED FOR SALE. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS LETTER.

PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; <u>PERSONAL OR</u> BUSINESS CHECKS ARE NOT ACCEPTED.

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

\* Amount due if paid by March 29, 2019 .....\$3,737.14

\* Amount due if paid by April 16, 2019 ......\$3,780.21

\*AMOUNTS DUE MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING PAYMENT FOR REDEMPTION.

Or

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON April 17, 2019 UNLESS THE BACK TAXES ARE PAID.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORD, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374 OR 5395 FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT www.broward.org/recordstaxestreasury

#### PLEASE SERVE THIS ADDRESS OR LOCATION

DOWNEY,ANNA M 91 VENTNOR E DEERFIELD BEACH, FL 33442

NOTE: THIS IS THE ADDRESS OF THE PROPERTY SCHEDULED FOR AUCTION

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# **BROWARD COUNTY SHERIFF'S OFFICE**

P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

# **RETURN OF SERVICE**

B	ROWARD COUNTY, FL vs. DOWNEY, ANNA M.		TD 42573
T	VS. SALE NOTICE VS.	COUNTY/BROWA	RD DEFENDANT - GATAZO19 CASE
D	TYPE OF WRIT OWNEY, ANNA M.	231 NEWPORT O	COURT HEARING DATE
	SERVE	DEERFIELD BEAC	CH, FL 33442
			Received this process on 30 10 11
	14279		Date [ Join H
	BROWARD COUNTY REVENUE-DELING TA 115 S. ANDREWS AVENUE, ROOM A-100		Served
	FT LAUDERDALE , FL 33301		
	JULIE AIKMAN, SUPV.	· · ·	Not Served – see comments $2 - 6 + 6 = -3 + 2 = 5$
	9884 Attorney		<u>3:8:19</u> at <u>2:35pn</u> Date Time
D	MAREY ANNA M	Broward County Florida by ser	rving the within named person a true copy of the writ, with the da
e of s	ervice endorsed thereon by me, and a copy of the complaint, petition,	or initial pleading, by the followi	ring method:
	INDIVIDUAL SERVICE		
SUB	STITUTE SERVICE:		
	At the defendant's usual place of abode on "any person residing the	rein who is 15 years of age or old	lder", to wit:
	, in accordance with	th F.S. 48.031(1)(a)	
	To, the defendant's sp	oouse, at	in accordance with F.S. 48.031(2)(
			n accordance with F.S. 48.031(2)(b), after two or more attempts to
	serve the defendant have been made at the place of business	rge of the defendant's business in	a accordance with F.S. 48.031(2)(0), after two or more after pipes to
<u>CO</u> ]	RPORATE SERVICE:		
П	To, holding the follow	ving position of said corporation	in the absence of any superior office
	accordance with F.S. 48.081		
	To, an employee of d	efendant corporation in accordan	nce with F.S. 48.081(3)
	To, as resident agent	of said corporation in accordance	e with F.S. 48.091
	PARTNERSHIP SERVICE: To	, partner, or to	, designated employee or person in o
	<b>POSTED RESIDENTIAL:</b> By attaching a true copy to a conspice	yous place on the property descri	ibed in the complaint or summons. Neither the tenant nor a person
	residing therein 15 years of age or older could be found at the defen	ndant's usual place of abode in a	accordance with F.S. 48.183
	1 <sup>st</sup> attempt date/time:	2 <sup>nd</sup> atte	empt date/time:
	<b>POSTED COMMERCIAL:</b> By attaching a true copy to a conspi	cuous place on the property in ac	ccordance with F.S. 48.183
	1 <sup>st</sup> attempt date/time:	2 <sup>nd</sup> atte	empt date/time:
ㅅ/			
À	OTHER RETURNS: See comments		
Ř	ENTS: <u>3.8.19 @ 2:45pm Posted From</u>	+ dogu-1559/	

You can now check the status of your writ by visiting the Broward Sheriff's Office Website at www.sheriff.org and clicking on the icon "Service Inquiry"

GCOTT J. ISRAEL, SHERIFF **BROWARD COUNTY, FLORIDA** 

D.S. BY: 5591

ORIGINAL

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 484203-K7-0070 (TD # 42573)

# WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

### **BROWARD COUNTY SHERIFF'S DEPT** ATTN: CIVIL DIVISION FT LAUDERDALE, FL 33312

FOR MORE INFORMATION.

# **ORIGINAL** DOCUMENT

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### PLEASE SERVE THIS ADDRESS OR LOCATION

DOWNEY, ANNA M 231 NEWPORT O DEERFIELD BEACH, FL 33442

NOTE: THIS IS NOT THE ADDRESS OF THE PROPERTY SCHEDULED FOR AUCTION THIS IS THE ADDRESS OF THE OWNER!

NEW WED SHERRE 2018 MAR - 5 AM 9:27.

BRUBE TO COUNTY, FLOTIDA

Detail by Entity Name



Department of State / Division of Corporations / Search Records / Detail By Document Number /

# **Detail by Entity Name**

Florida Not For Profit Corporation VENTNOR "E" CONDOMINIUM ASSOCIATION, INC.

**Filing Information** 

Document Number	740826				
FEI/EIN Number	59-1922125				
Date Filed	11/18/1977				
State	FL				
Status	ACTIVE				
Last Event	AMENDMENT				
Event Date Filed	02/18/1991				
Event Effective Date	NONE				
Principal Address					
EAST COAST MAINTENANCE & MANAGEMENT 410 SOUTH MILITARY TRAIL DEERFIELD BEACH, FL 33442					
Changed: 04/03/2018					
Mailing Address					
EAST COAST MAINTENANCE & MANAGEMENT 410 SOUTH MILITARY TRAIL DEERFIELD BEACH, FL 33442					

Changed: 04/03/2018

Registered Agent Name & Address

EAST COAST MAINTENANCE & MANAGEMENT 410 SOUTH MILITARY TRAIL DEERFIELD BEACH, FL 33442

Name Changed: 05/04/2010

Address Changed: 04/03/2018

**Officer/Director Detail** 

Name & Address

Title PD

RIVERA, ZELEIDA

102 VENTNOR E DEERFIELD BEACH, FL 33442

Title VPD

MOURO, THOMAS 95 VENTNOR E DEERFIELD BEACH, FL 33442

Title ST

DELLINGER, BILL 254 S MILITARY TRAIL DEERFIELD BEACH, FL 33442

**Title Director** 

TOLEDO , JAVIER 95 VENTNOR E DEERFIELD BEACH, FL 33442

### Annual Reports

Report Year	Filed Date
2016	01/20/2016
2017	03/09/2017
2018	04/03/2018

### **Document Images**

04/03/2018 ANNUAL REPORT	View image in PDF format
03/09/2017 ANNUAL REPORT	View image in PDF format
01/20/2016 ANNUAL REPORT	View image in PDF format
01/22/2015 ANNUAL REPORT	View image in PDF format
02/25/2014 ANNUAL REPORT	View image in PDF format
01/21/2013 ANNUAL REPORT	View image in PDF format
02/22/2012 ANNUAL REPORT	View image in PDF format
03/10/2011 ANNUAL REPORT	View image in PDF format
05/04/2010 ANNUAL REPORT	View image in PDF format
02/02/2009 ANNUAL REPORT	View image in PDF format
05/22/2008 ANNUAL REPORT	View image in PDF format
05/10/2007 ANNUAL REPORT	View image in PDF format
05/03/2006 ANNUAL REPORT	View image in PDF format
05/25/2005 ANNUAL REPORT	View image in PDF format
04/27/2004 ANNUAL REPORT	View image in PDF format
04/25/2003 ANNUAL REPORT	View image in PDF format
04/03/2002 ANNUAL REPORT	View image in PDF format
05/01/2001 ANNUAL REPORT	View image in PDF format
07/12/2000 ANNUAL REPORT	View image in PDF format
04/14/1999 ANNUAL REPORT	View image in PDF format
03/31/1998 ANNUAL REPORT	View image in PDF format
	View image in DDE format

Detail by Entity Name	Detail	by	Entity	Name
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<u>04/28/1997 ANNUAL KEPUKI</u>	view image in PDF tormat
04/27/1996 ANNUAL REPORT	View image in PDF format
<u>05/01/1995 ANNUAL REPORT</u>	View image in PDF format

Florida Department of State, Division of Corporations



INSTR # 101159812 OR BK 31818 PG 1960 RECORDED 07/09/2001 12:39 PM

147.00

, grantee.

COMMISSION

BROWARD COUNTY DOC STHP-D

DEPUTY CLERK 1025

This Document Prepared By and Return to: American Title Exchange, LLC Denise M. Wood 7677 N.W. 57th Street Ft. Lauderdale, Florida 33321 954.718.0806

Parcel ID Number: 8203-K7-0070 Grantee #1 TIN·

# Warranty Deed

Made this 29<sup>th</sup> This Indenture, day of June . 2001 A.D. **Between** GEORGE FELICCIARDI and ADRIENNE FELICCIARDI, his wife

of the County of Sullivan State of New York , grantors, and ANNA M. DOWNEY, a single woman

whose address is: 231 Newport O, Deerfield Beach, FL 33442

of the County of Broward

State of Florida

Witnesseth that the GRANTORS, for and in consideration of the sum of

-----TEN DOLLARS (\$10)-----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 heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward State of Florida to wit: Condominium Parcel 91, VENTNOR E CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 7561, Page 107, of the Public Records of Broward County, Florida, as amended.

Subject to conditions, restrictions, easements, covenants, encroachments and limitations of record, taxes for the current year and subsequent years; applicable zoning laws, ordinances and regulations, but this proviso shall not serve to revive or reimpose any of them, if any. Subject to the Declaration of Condominium and Exhibits attached thereto of the herein described Condominium and all Amendments thereto.

This Deed was prepared as a necessary incident to the fulfillment of Conditions contained in a Title Insurance Commitment.

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: Printed Name: 1parto Witness m.

Printed Kame: rumle Witness

NEW YORK STATE OF. COUNTY OF SULLIVAN

The foregoing instrument was acknowledged before me this GEORGE FELICCIARDI and ADRIENNE FELICCIARDI,

who are personally known to me or who have produced their identification.

. (Seal) GEORGE PELICCIARDI

P.O. Address: 44 Mineral Springs Road, P.O. Box 352

ite Sulphur Springs, NY 12787 MR Foliceian drenne di (Seal) ADRIENNE FELICCIARDI

P.O. Address: 54 Mineral Springs Road, P.O. Box 352 White Sulphur Springs, NY 12787

day of June

by

as

,2001

udi セム

Printed Name: DI Notary Public My Commission Expires: 4/30/02

HEIDI K. HULSE Notary Public, State of New York Delaware County No. 4965969 Commission Expires April 30-2002

# CERTIFICATE OF APPROVAL OF

VENTNOR E

CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY that ANNA M. DOWNEY

has been approved by VENTNOR E	CONDOMINIUM
	CONDOMINIUM ASSOCIATION, INC. as the
in Broward County, Florida.	k the appropriate space) of the following described real property
in Stoward County, 1 loitea.	NTNOR E
Declaration through the off the	CONDOMINIUM, according to the

Declaration thereof, recorded in Official Record Book 7561 \_\_\_\_ at Page 107 through 212 inclusive, of the Public Records of Broward County, Florida.

Such approval has been given pursuant to the provisions of the aforesaid Declaration of Condominium and constitutes a waiver of the Association's right of first refusal as specified in the Declaration and is conditioned upon the Deed of Conveyance containing in unqualified language, the following:

"SUBJECT TO: The Long-Term Lease recorded in Official Records Book <u>7561</u> at page <u>143</u>, Public Records of Broward County, Florida, which Long-Term Lease Grantees(Transferees) herein assume (if applicable), and Amendments L. thereto, if any."

"SUBJECT TO: The Management Agreement to which the Grantees (Transferees) agree to be bound. 3

- "SUBJECT TO: The Master Management Agreement recorded in Official Records Book 7561 at Page 205 Records of Broward County, Florida, to which the Grantees (Transferres) herein agree to be bound." , Public "SUBJECT TO: The Declaration of Condominium heretofore described and all the terms and conditions thereof to which the 4.
- Grantees (Transferees) agree to be bound and Amendments thereto, if any." "SUBJECT TO: The Membership of Grantor in the Cenclub Homeowners Association, Inc., the obligation of which the 5.
- Grantees (Transferees) hereby agree to assume and be bound hereby (if applicable)."

In the event that the deed or instrument of conveyance or transfer does not contain the foregoing "SUBJECT TO" clauses, then this "CERTIFICATE OF APPROVAL" shall be deemed a part thereof, and the Grantee or Transferee agrees to, and shall be, bound thereby.

A photo copy of the recorded Deed shall be furnished to the Condominium Association, and all other parties entitled thereto, within thirty (30) days from the date of closing.

In the event a previously unapproved party is assuming possession of the premises, by virtue of the terms of the Deed of Conveyance, or Trust Indenture, then this Certificate of Approval shall be deemed, pursuant to said party's application therefor, including the Interrogatories and interview by the Associations's Board of Directors, binding as if it had been recorded with an instrument of conveyance.

Signed, Sealed and Delivered IN THE PRESENCE OF.

a

10 MA GOODMAN KATAT

HELENE NASELLI STATE OF FLORIDA) **COUNTY OF BROWARD)ss:** 

VENTNOR E	CONDOMINTUM
ASSOCIATION, INC.	
BY Joseph T	katah SIDENT
	SIDENT
ATTEST	

SECRETARY

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BF	FORE ME, the undersigned authority, personally appeared	e la	SODE	IKstil	$\lambda \omega$
1	rords mile, the undersigned automity, personany appeared	$-\nabla c$	Seph	MIM	. Val
nd	personally well know	n to me	and kno	wn to me to be	the

persons described in and who executed the foregoing instrument as President and Secretary, respectively, of Condominium Association, Inc., and they, and each of them, duly VENTNOR E acknowledged before me that they executed such instrument as such officers of said Association, and that the said instrument is the free act and deed of said Association and was executed for the purposes therein expressed. WITNESS my hand and official seal in the State and County aforesaid

this 22nd day of June

KATIE GOODMAN CENTURY MAINT. & MGMT. 410 S. POWERLINE RD. DEERFIELD BCH., FL 33442

20 Ø NOTARY PUBLIC STATE OF FLORIDA **AT LARGE** 

(SEAL)

Mary Kay Vancavage MY COMMISSION # CC858628 EXPIRES July 27, 2003 BONDED THRU TROY FAIN INSURANCE, INC.

American Title Exchange, LLC 7677 N.W. 57<sup>th</sup> Street Ft. Lauderdale, FL 33321

TERMENT TO A SHE WAS AN AND A SHE AND A S

File # 97-515/FELICCIARDI

This instrument prepared by and return to:

Marcy Park SUPERIOR TITLE & GUARANTY CORP. 1000 S. FEDERAL HWY. SUITE 200 DEERFIELD BEACH, FLORIDA 33441

Tax Folio No. 8203-K7-007

97-406218 T#003 08-05-97 10:45AM

\$ 119.00 DOCH. STAMPS-DEED

RECVD.BROWARD CNTY B. JACK ÖSTERHOLT

COUNTY ADMIN.

(Space above this line for recording data)

### WARRANTY DEED

THIS WARRANTY DEED made this 31st day of July, 1997 by DONALD F. PLOUF and THOMAS C. WALSER, Successor Trustees, of the CLARICE M. PLOUF TRUST DATED JULY 19, 1995 and Individually, whose post office address is 31319 Church St. Sorrento Fl 32776 \_\_\_\_\_\_, hereinafter called the grantors, to GEORGE FELICCIARDI and ADRIENNE FELICCIARDI, his wife , whose post office address is <u>PO Box 403 Voiungville NY 127</u>91 \_\_\_\_\_\_\_

(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.)

WITNESSETH: That the grantors, 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 grantees, all that certain land situate in BROWARD County, Florida, viz:

Condominium Parcel 91, VENTNOR E CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book 7561, Page 107, of the Public Records of BROWARD County, Florida, as amended.

SUBJECT TO terms and conditions of that Long Term Lease made a part of said Declaration, recorded in Official Records Book 7561, Page 143, and the Memorandum of Long Term Lease recorded in Official Records Book 7627, Page 205, the Management Agreement made a part of said Declaration, recorded in Official Records Book 7561, Page 196, and the Master Management Agreement made a part of said Declaration, recorded in Official Records Book 7561, Page 205, and the Memorandum of Master Management Agreement recorded in Official Records Book 7627, Page 207, all of the Public Records of Broward County, Florida.

GEORGE FELICCIARDI Social Security # ADRIENNE FELICCIARDI Social Security #



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

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

THE GRANTORS HEREIN CERTIFY THAT THE ABOVE REAL PROPERTY IS NOT NOW AND NEVER HAS BEEN THE HOMESTEAD OF THEMSELVES NOR THEIR RESPECTIVE SPOUSES, NOR IS IT CONTIGUOUS THERETO. THEIR HOMESTEADS ARE IN SORRENTO, FLORIDA AND BOCA RATON, FLORIDA, NUARESPECTIVELY. AND the grantors hereby covenant with said grantees that the grantors is/are lawfully seized of said land in fee simple, and that the grantors has/have the good right and lawful authority to sell and convey said land; that the grantors hereby fully warrants title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances, except taxes accruing subsequent to December 31, 1996.

IN WITNESS WHEREOF, the grantors has/have signed and sealed these presents the day and year first written above.

Signed sealed and delivered in our presence: <u>Nich mellics</u> Ack GEORGINE REIS ZINK Print/type Witness name

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DONALD F. PLOUF TRUSTEE AND INDIVIUALLY

Print/type Witness name

Ny commission expires:

State/Province of: Florida

County of: Broward

GAILBLA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforemaid to take acknowledgements, personally appeared DONALD-F. PLOUF Successor Trustees, of the CLARICE M. PLOUF TRUST DATED JULY 19, 1995 and Individually who is/are personally known to me and who produced Individually who is/are personally identification and who acknowledged before we that they executed the same and did take an oath.

WITNESS this	my	hand ーノノ	and day	officia of	l seal	in the	e State	and	County	last , 19	aforementioned
	J	57			$\overline{\mathcal{I}}$	7		)		/)	/

Notary Public State/Province of Florida BK 26807PG 0578

Print/type Notary name



C JUDY PARK My Commission CC428050 Expres Feb. 07, 1999 Ronded by ANII 860-852-5878

WALSER TRUSTEE AND INDIVIDUALLY WIJNESS/ THOMAS с. GEORGINE REIS ZINK Print/type Mitness name -WITNESS GAIL BLATT Print/type witness name State/Province of Florida Palm Beach County of \_\_\_\_ July I HEREBY CERTIFY that on this \_ day of THOMAS C. WALSER 19<u>97</u>, personally appeared who produced · Fl. Prime Burnt as identification and who acknowledged before me that he/she/they executed the same for the purpose(s) expressed herein and did take an oath.

DE MOWAGE DELATE DECORTS BOOK DE MOWAGE DELATE E DELAA COURTY ADMIGRATION Notary Public / white

Print/type Notary name

My commission expires:.



C JUDY PARK My Commission CC428050 Expirest Feb. 07, 1009 Honded by ANB 800-852-5878 8K26807PG0579

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Signed, sealed and delivered in our presence:

VENTNOR "E" CONDOMINIUM ASSUC.

# LONG-TERM LEASE

THIS LEASE, made and entered into at Broward County, Florida, on the date last appearing in the body of this instrument, by and between CENTURY VILLAGE EAST, INC., a Florida corporation, hereinafter called the "LESSOR", and that certain CONDOMINIUM ASSOCIATION, whose name appears at the end of this instrument as LESSEE ASSOCIATION, a non-profit Florida corporation, hereinafter called the "LESSEE ASSOCIATION", joined by that person or persons whose name(s) appear(s) at the end of this instrument, or at the end of a duplicate of this instrument and/or memorandum thereof, as INDIVIDUAL LESSEE(S), hereinafter called "INDIVIDUAL LESSEE" or "UNIT OWNER".

### WITNESSETH:

That the LESSOR, LESSEE ASSOCIATION, and INDIVIDUAL LESSEE, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, and ONE DOLLAR (\$1.00) and other good and valuable consideration by each of the parties unto the other in hand paid simultaneously with the execution and delivery of these presents, the receipt whereof is hereby acknowledged, have covenanted and agreed as follows:

1. DEFINITIONS. Unless the context otherwise requires the following definitions shall be applicable herein:

1.1 "THE DECLARATION" means the DECLARATION OF CONDOMINIUM to which this LEASE is attached as EXHIBIT 2. All definitions contained in THE DECLARATION are adopted by reference as though set forth herein verbatim.

1.2 "LESSOR" means the LESSOR herein, its successors and assigns.

1.3 "INITIAL LESSEE", or "INITIAL PURCHASER" means the first purchaser of each CON-DOMINIUM PARCEL from the SPONSOR who elects in his CONTRACT OF PURCHASE from SPON-SOR to be bound by this lease.

1.4 "PARTIES HERETO" means the LESSOR, the LESSEE ASSOCIATION, and all INDI-VIDUAL LESSEES, their heirs, successors and assigns, who shall or should have become parties herete and who will be, or are intended to be, bound by the provisions hereof.

1.5 "LESSEE" means the LESSEE ASSOCIATION and all INDIVIDUAL LESSEES, their heirs, successors and assigns, who are members of said LEESEE ASSOCIATION collectively, who shall or should become parties hereto and who will or are intended to be bound by the provisions hereof.

1.6 "DEMISED PREMISES" The lands, improvements, furnishings, fixtures, machinery, equipment, goods and personal property, etc. referred to in paragraphs 2 and 3 hereof.

1.7 "INDIVIDUAL LESSEE" means each person or corporation and their heirs, successors and assigns thereof who executes or who should have executed this instrument and a memorandum thereof as a lease other than a LESSEE ASSOCIATION.

THIS DOCUMENT CONTAINS NUMEROUS RESERVATIONS OF THE RIGHT OF POSSES-SION OR CONTROL OF THE LEASED PROPERTY IN FAVOR OF THE LESSOR AND MAY CREATE RIGHTS TO POSSESSION OR USE OF THE LEASED PROPERTY IN PARTIES OTHER THAN THE ASSOCIATION OR UNIT OWNERS OF THE CONDOMINIUMS TO BE SERVED BY THE LEASED PROPERTY, ALL LESSEES SHOULD CAREFULLY REVIEW THE SAME PRIOR TO THEIR EXECUTION OF THIS LEASE.

Prepared by: ROBERT LEE SHAPIRO LEVY, PLISCO, PERRY, SHAPIRO, KNEEN & KINGGADE, P.A. P.O. Row 1151 Palm Brach, Fia. 33480 L8 "MEMBERS OF THE ASSOCIATION" or "MEMBERS" shall mean all of the membership of the LESSEE ASSOCIATION who will be the owners of the CONDOMINIUM PARCELS in the CON-DOMINIUM who are bound by the provisions of this LEASE.

4.9 "ALL CONDOMINIUM PROPERTIES", The land and improvements encompassed by all DECLARATIONS OF CONDOMINIUM filed by the SPONSOR, its successors and assigns embracing lands in Broward County, Florida, known as CENTURY VILLAGE, DEERFIELD BEACH, FLORIDA (in which there are INDIVIDUAL LESSEES) less the premises demised herein.

1.10 "CONDOMINIUM PROPERTY". The land and improvements encompassed by THE DEC-LARATION.

1.11 "ALL LESSEES" means all lessees who, regardless of membership in a particular CONDO-MINIUM ASSOCIATION have or should have acquired a leasehold interest in the DEMISED PREM-ISES.

1.12 "LIVING UNIT" means all residential dwellings in which INDIVIDUAL LESSEES of the DEMISED PREMISES reside, including, but not limited to, single or multiple family dwellings, CON-DOMINIUM UNITS, apartments in an apartment building or apartments in a co-operative apartment building leased by a member shareholder, if applicable.

### 2. DEMISE.

2.1 Upon the terms and conditions hereinafter set forth and in consideration of the payment, from time to time, by the INDIVIDUAL LESSEES of the rents hereinafter set forth and the prompt continuous performance by the LESSEE of each and every of the covenants and agreements hereinafter contained by the LESSEE to be kept and performed, each being material, the LESSEE does hereby lease of and from the LESSOR, but not exclusively so, certain real property situate, lying and being in Bioward County, Florida, more particularly described on EXHIBIT A attached hereto and made a part hereof, (subject to the LESSOR's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, alter, modely and amend said DEMISED PREMISES at any time) together with all improvements, buildings and structures now or hereafter placed thereon, and all furniture, furnishings, fixtures, machinery, equipment, goods and personal property of every type and nature now or hereafter brought, placed, or intended for use thereon and all additions and accessions thereto and any replacements thereof. A location map of the demised premises is attached hereto as Exhibit "B". The minimum amount of expenditure for the personal property in the demised premises is \$225,000.

2.2 The DEMISED PREMISES is subject to ensements, restrictions, reservations, rights of way, conditions, limitations, now or hereafter of record; taxes; zoning ordinances now or hereafter existing; this lease and other leases and instruments creating rights in and to the DEMISED PREMISES for such persons or parties as the LESSOR determines; and mortgages, all as now exist or may hereafter exist during the term of this LEASE. The LESSOR, at all times reserves unto itself the exclusive right to grant to others or to create upon, over, and under the DEMISED PREMISES, easements or licenses for ingress egrees, public utilities or for any purpose, from time to time, as the LESSOR shall deem appropriate, free and clear of the provisions of this LEASE. The LESSOR shall have the right, during the term of this LEASE, to relocate and change the size and dimensions of any easements or licenses for such purposes as LESSOR, in its discrition, deems advisable. The deducation and creation of such easements or licenses for such purposes as LESSOR in its discrition, deems advisable. The deducation and creation of such easements or licenses for such purposes as LESSOR in its discrition, deems advisable. The deducation and creation of such easements or licenses for such purposes as LESSOR is shall not require the consent and approval of any LESSEE.

### A. CONSTRUCTION OF IMPROVEMENTS BY LESSOR.

3.1 The LESSOR has or will construct, at LESSOR's sole cost and expense, upon the DEMISED PREMISES certain recreation facilities which shall consist initially of swimming pools and sunderk areas, shuffleboard court, community recreation building which includes and provides for a cardroom, space for arts and crafts, sewing and billiards, together with equipment and personalty contained therein, and such other improvements and personalty as LESSOR, in its sole discretion, determines. The aforesaid may also contain offices for the exclusive use of the LESSOR and such persons or firms as the LESSOR. may designate. The LESSOR shall be the sole judge of the size, contents, design, style, plans and specifications of all improvements, including equipment, on the DEMISED PREMISES. The LESSOR reserves the absolute right to, from time to time, in its sole discretion, construct, at its own expense, additional improvements upon any lands owned by LESSOR and to modify and change the facilities and improvements now or then constituting the DEMISED PREMISES. IT IS UNDERSTOOD AND AGREED between the PARTIES HERETO that by this provision the LESSOR is not obligated to, nor has LESSOR represented that it would, modify or add to the DEMISED PREMISES as they are constituted as of the date hereof. It is agreed that the facilities are totally complete as of the date of this Lease within the contemplation of F.S. 718.

3.2 The LESSOR shall have the unequivocal right, at any time, to change and add to the facilities which are a part of the DEMISED PREMISES and this right shall include the right to add additional areas and facilities as a part of the DEMISED PREMISES. The LESSOR shall be the sole judge of the foregoing, including the plans, designs, size and contents of any areas and facilities or changes.

The provisions of this paragraph do not require LESSOR to construct improvements to be added to, or add to, the DEMISED PREMISES. The right of LESSOR to add to the DEMISED PREMISES is conditioned upon no increase in rent hereunder, because of said improvements, except such increases which shall be hereinafter specifically provided. Notwithstanding the foregoing, the LESSOR shall have the right to specify that certain Lessees shall not have the right to use said additional area and, in such event, said Lessees entitled to the use of the same shall bear the increased rent attributable thereto, if any. In the absence of specific designation, all Lessees shall have the right to use the additional facilities. Notwithstanding anything in the DECLARATION or this lease to the contrary, an amendment to the LONG-TERM LEASE in accordance with this paragraph shall only require the signature of the LESSOR and need not be approved by the ASSOCIATION, UNIT OWNERS, LESSEES, LIENORS, MORTGAGEES or any other persons whomsoever, except those Lessees who are designated to use said additional facilities and pay the increased rent attributable thereto, if any. Said amendment shall, upon recording in the Public Records, be deemed to relate back as though said this LEASE had initially reflected the same.

4. TERM. The term and duration of this LEASE shall be for a period of fifty years commencing as of the date the first unit in the Condominium is conveyed by the Sponsor to a purchaser, unless sooner terminated in accordance with the terms hereof.

#### 5. RENT.

There shall be two types of rent due pursuant to the provisions of this Lease, to wit: Basic Monthly rent as specified in paragraph 5.3 of this Lease and Operational rent as specified in paragraph 5.3 of this Lease. The total of both types of rent shall be the sums due hereunder as calculated herein. (The total of the Basic monthly rent and Operational rent shall be collectively referred to as All Rent.)

5.1 The basic monthly centidue from each INDIVIDUAL LESSUE shall be the sum scheduled below for said INDIVIDUAL LESSFE's type of unit in the Condominium as hereinafter set forth by the amounts hereafter scheduled for the appropriate month of the term of the Lease as follows:

			Mont	<u>h</u>	
<u>Uni Tyne</u> 1 hedroom, 1 hath	<u>1.69</u> \$28,50	<u>61-120</u> \$33,50	121-180 \$38,50	181-240 \$43.50	241-End \$48,50
1 bedroom, 1½ bath	29,50	34,50	39,50	44,50	19,50
2 bedroom, 1% bath	32,00	37,00	42,00	17.00	52.00
2 bedroom, 2 bath	35.00	40,00	45,00	50,00	55,00

The sums of headled for each INDIVIDUAL LESSEE's type of unit shall be the basic monthly root due and payable in advance by each INDIVIDUAL LESSEE to the Lessor each and every month of the term The basic monthly rent herein specified may be prepayable in accordance with the prepayment agreement executed by each individual Lessee in accordance with the terms thereof.

5.2 The individual tessoe shall, in addition to the sums called for above, pay all Florida sales and like taxes, on all sums due hereunder, whether by law payable by fandlord or tenant, if applicable, to the LESSOR, who shall remit the same to the appropriate state agency.

5.3 OPERATIONAL RENT. In addition to the Basic Monthly Rent due pursuant to paragraph 5.1 of this Lease there shall be Operational Bont due from each Individual Lessee hereunder in such amounts as hereafter specified for each Individual Lessee's type of Unit and payable as provided in this Lease. The Operational Rent is not prepayable in accordance with any prepayment agreement entered into between Lessor and any Individual Lessee.

The Operational Rent at the inception of this Lease, shall be due from each Individual Lesser in the amount set forth below which corresponds to said Individual Lesser's type of unit as adjusted in accordance with the terms of this Lease, and the same shall constitute the Operational Rent due and payable in advance by each Individual Lesser to the Lessor each and every month of the term of this Lease.

The Operational Rent at the inception of this Lease is as follows:

Unit Type	Opera	tional Rent
L bedroom,	1 bath	\$6.00
1 bedroom,	115 hath	7.00
2 bedroom,	11/2 bath	7.50
	2 bath	

The sums hereinabove specified shall be increased in the following manner:

The cost of operating the Demised Premises for the period of November 1, 1975 to October 31, 1976 shall be the base period. Any increases in the costs of operation of the Demised Premises over the base period ias costs of operations are hereinafter defined) shall consitute additional Operational Rent due in accordance with the terms of this Lease. The total cost of operations for the base period shall be or has been calculated by the Lessor within a reasonable period of time and notice thereof shall, or has been nothing in this Lease to the contrary notwithstanding, accomplished by posting in a conspicuous place in the Demised Premises.

tional rent shall be changed in the following manner.

(a) The amount of such increase over the base year shall be prorated and, in addition to the operational rent herein specified, shall be paid by all lessees in accordance with the terms of this Lease until the next adjustment.

In no event shall the Operational Rent ever be decreased below the amount specified herein by the effect of these provisions.

For the purposes of this Lease costs of operation shall be defined as every and all costs, direct or indirect of the operation, maintenance, replacement, repair and supervision of the Demised Premises (including, but not limited to those specifically enumerated in this Lease) and all personalty, fixtures and equipment therein (excluding only repair or replacement of the Realty (defined as the basic building shell with no equipment of any type and the lands thereunder) the initial cost of adding additional swimming pools, depreciation, and debt service thereon].

In the event of any controversy arising as to the proper amount of the Operational Rent due as herein provided, each Individual Lessee shall continue to pay the monthly sum previously paid to Lessor under the last preceding calculation and the balance into the registry of the court until such time as the controversy is resolved or the Johnshull Lessee is ordered by a court of competent jurisdiction to pay all or a portion of the additional sums due. At the conclusion of the controversy, the sums due will be retroactive to the beginning of the appropriate period and the increased Operational Hental, if any, shall be forthwith due and payable. The Basic Monthly Rent shall be paid as set forth in Paragraph 5.1 regardless

of any such dispute. The failure of Lessor to apply the provisions of \$15.3 as provided in this Lease in any one or more adjustment period shall not be deemed a waiver of Lessor's right to do so in the future. Lessor, on not making any such authorized calculation, shall have the unequivocal right to assess the same retroactively on Jan. 1, of any year thereafter, which assessment shall be deemed to relate back to the date such assessment could have been made.

Lessor does not represent that the initial operational rent as set forth in this paragraph 5.3 is the actual pro rata share of the operational expenses as defined herein and that said initial operational expenses may be more or less than such amount and Lessee acknowledges and agrees that such is the case. Further, except for the purposes of prepayment and determining increases in operational rent, the operational rent and basic monthly rent are not separable and but for those functions the total rent would be the total of the same.

5.4 All increases in Operational Rent shall be due from Jan. 1 of the applicable period, (retroactively if necessary) in such amounts as calculated by LESSOR, regardless of the fact that the calculations are completed after such date. Notice of such increase may be given as provided elsewhere in this lease or upon posting in a conspicuous place in the Demised Premises. The Lessor shall, for the purpose of calculations, use the figures from the prior Nov. 1 to Oct. 31 of any year and it shall be deemed acceptable as an annual calculation hereunder. For leases in which the initial three years expires on other than Jan. 1, the increased amount due pursuant to ¶5.3 until the next Jan. 1 shall be that then being paid by other LESSEES then subject to the operative effect of ¶5.3 and said sums shall have effect until the next calculation pursuant to ¶5.3.

5.5 All increases in the OPERATIONAL RENT due in accordance with the terms of this Lease shall be shared in the following manner: The number of INDIVIDUAL LESSEES in this association shall be the numerator and the number of ALL LESSEES shall be the denominator; such fraction converted to a percentage shall be the percentage of the increase that the INDIVIDUAL LESSEES in this ASSOCIA-TION shall bear. Thereafter said increased amount shall be shared amongst the INDIVIDUAL LESSEES in accordance with the provisions of Paragraph 5.6. It is understood that some of the Leases executed prior to this time may provide for different methods of collection of increases or for the imposition of the same at different times etc. The parties hereto agree that so long as they do not pay more than their pro-rata share of increases they shall have no grounds upon which to object to either the method of payment or nonpayment by other LESSEES.

5.0 All increases in OPERATIONAL RENT due in accordance with the terms of this Lease, shall be shared by the INDIVIDUAL LESSEES in the following manner: After the total adjustment has been made each INDIVIDUAL LESSEE shall pay his proportionate share of such increase on an equal basis.

5.7 Should any UNIT OWNER, his guests, invitees, licensees, agents, servants or employees, do anything which increases the cost of maintaining or operating the DEMISED PREMISES, or causes damage to any part of the DEMISED PREMISES, the LESSOR shall determine and assess against the UNIT OWNER the amount of money necessary to repair such damage and the same shall constitute a charge as if it were rent due from the UNIT OWNER to the LESSOR.

5.8 The LESSOR may assess against an INDIVIDUAL LESSEE special assessments in such amounts as it, in its sole discretion, determines, for the use of the DEMISED PREMISES for guests and invitees of such INDIVIDUAL LESSEE and the same shall have the same effect as if said charge was rent due to the LESSOR, provided, however, that this paragraph shall not be deemed to grant permission to an INDIVID-UAL LESSEE to so use the DEMISED PREMISES but the same shall not be so used, except as herein specified, without the prior written approval of LESSOR being first had and obtained. LESSOR may assess special admission charges for particular functions as LESSOR deems fit and the same shall not be deemed as an adjustment of rent due hereunder.

5.9 Every INDIVIDUAL LESSEE shall be obligated to pay the Basic Monthly Rent and all Operational Rent and other sums due from him hereunder and shall be obligated to pay the same directly to the LESSOR, or designee, who shall remit the same to the LESSOR, or, if specified, directly to the LESSOR or designee. Until further notice each INDIVIDUAL LESSEE shall be obligated to make payments of rent to the MANAGEMENT FIRM, as the designee of the LESSOR, as long as the MANAGEMENT AGREEMENT remains in effect. Should the LESSOR elect to have the INDIVIDUAL LESSEES make payments directly to the LESSOR, then and in that event the LESSOR shall give notice thereof in writing to each INDIVIDUAL LESSEE. Thereafter the payments shall be payable to the LESSOR at the address set forth in such notice.

5.10 Should any INDIVIDUAL LESSEE fail to pay any sums when due, time being of the essence, then and in that event, all said payments that are in default shall bear interest at the highest rate of interest then allowed to be charged to individuals in the State of Florida. Upon such default, after ten (10) days prior written notice thereof, the LESSOR may elect to accelerate the rent due from such INDIVIDUAL LESSEE for a total of up to twelve (12) months from the date that such rental payment first became delinquent.

5.11 All rent due shall be payable in current legal tender of the United States as the same is constituted by law at the time said sums become due. For the present, and until further notice, such rental shall be paid with the INDIVIDUAL LESSEE's monthly assessment for common expenses and paid to CEN-DEER MANAGEMENT, INC., Deerfield Beach, Florida 33441, for the benefit of the LESSOR.

5.12 All rent due under this LEASE shall be the sole obligation of the INDIVIDUAL LESSEE(S). The sums due under this LEASE are not COMMON or LIMITED COMMON EXPENSES of the CONDO-MINIUM, and the same shall be paid in the proportions herein specified. The method of paying monies due pursuant to this LEASE shall be as determined by the LESSOR and this LEASE.

5.13 All rent shall begin to accrue, as to any INDIVIDUAL LESSEE, on the date of conveyance of a UNIT from the SPONSOR to the INDIVIDUAL LESSEE and shall thereafter be due and payable in advance, without notice or demand, on the first day of each month during the term of this LEASE. Should such conveyance be made on other than the first day of a month, the first monthly installment shall be prorated as to the remaining number of days in said month, and shall be paid with the first regular payment. Notwithstanding anything to the contrary contained herein, no rent shall ever accrue as to any UNIT owned by the SPONSOR. However, except as heretofore expressed, for the purpose of determining applicable dates for the purposes herein expressed, this LEASE shall be deemed to have commenced as of the date of the filing of the declaration of condominium.

5.14 LESSEES acknowledge that the DEMISED PREMISES and those items described in Paragraph 3 of this LEASE are substantially complete as of the date of this instrument.

5.15 IF AN INDIVIDUAL LESSEE FAILS TO PAY THE RENT DUE HEREUNDER WITHIN TEN (10) DAYS AFTER THE DUE DATE, THE LESSOR MAY LEVY A \$25.00 LATE CHARGE WHICH THE INDIVIDUAL LESSEE HEREBY AGREES TO PAY FORTHWITH. SAID CHARGE SHALL BE ENFORCEABLE AS IF IT WERE RENTAL DUE HEREUNDER.

5.16 Each Individual Lessee shall pay all taxes, assessments and other charges of whatsoever nature on its property which might affect the priority or collectibility of the Lessor's lien. Upon failure to do so the Lessor may (but is not obligated to) pay the same and collect the same as if it were rent due hereunder.

5.17 Payments by INDIVIDUAL LESSEES hereunder shall be subject to the provisions of the prepayment agreement (if applicable).

5.18 Any charge which is chargeable to a specific individual Lessee although it has the effect of rent hereunder as to enforcement and collectibility, shall be deemed to be a specific charge collectible as herein provided and shall not be deemed as operational rent and subject to the time limitations as to collection inherent therein.

6. USE OF DEMISED PREMISES.

6.1 During the term of this LEASE the DEMISED PREMISES shall be used and enjoyed by the LESSEE on a non-exclusive basis in common with other persons, entities, and corporations who may, but are not required to be other lessee associations and/or other individual lessees of the DEMISED PREM

ISES. Neither the LESSEE ASSOCIATION nor the INDIVIDUAL LESSEE(S) shall have an exclusive right of possession of, or to, the DEMISED PREMISES. The LESSOR has the right, at any and all times during the term of this LEASE, and from time to time, to further additionally lease, let and demise the DEMISED PREMISES to other lessee associations and other individual lessees and any other persons, firms or corporations, as LESSOR deems fit. All such other leases shall be valid for the purposes therein expressed, and neither the granting of such leases, nor the creation of the leasehold estate therein, shall invalidate this lease, reduce, or abate the rent due pursuant to this LEASE from the LESSEE to the LES SOR, or give the LESSEE the right to avoid any of the covenants, agreements or obligations to be performed hereunder. The LESSEE ASSOCIATION and all INDIVIDUAL LESSEES executing this LEASE are hereby put on notice of other leases, if any, now in existence and recorded among the Public Records Broward County, Florida, affecting the DEMISED PREMISES. The leave of the DEMISED PREMISES entered into with others may be in such form and may provide for such rental as the LESSOR deems necessary, PROVIDED, HOWEVER, that the use, occupancy, and possession of the DEMISED PREM-ISES by others shall be in recognition of, and co-extensive with, the rights of the LESSEE under this LEASE. No default by any individual lessee in the performance of the covenants and promises contained in this LEASE or by any tenant in any other lease of the DEMISED PREMISES, or any other act of omission by any other individual lessee, or any other person, firm or corporation, shall, concerning the INDIVIDUAL LESSEE signing this LEASE, be construed or considered: (a) as a breach by a nondefaulting LESSEE ASSOCIATION, INDIVIDUAL LESSEE, or LESSOR of any of their promises or covenants in this LEASE made, or (b) as an actual, implied or constructive eviction of the LESSEE from the DEMISED PREMISES by LESSOR or anyone acting by, through, under, or for LESSOR, or (c) as an excuse, justification, waiver or indulgence by the LESSOR to the LESSEE or INDIVIDUAL LESSEE of their covenants and promises herein.

6.2 The minimum number of INDIVIDUAL LESSEES (UNITS) that will be required directly or indirectly to pay the rent payable under this LEASE is 3,000; the maximum is 10,000.

6.3 No INDIVIDUAL LESSEE shall commit or permit members of their families, their guests, or invitees to commit any acts or carry on any practices which may possibly injure the DEMISED PREM-ISES, or be a nuisance or menace to, or interfere with, the rights of other INDIVIDUAL LESSEES, the LESSOR, or others validly using the DEMISED PREMISES.

6.4 The DEMISED PREMISES shall be used by the LESSEES solely for "RECREATIONAL PUR-POSES". Unless otherwise consented to in writing by the LESSOR, "RECREATIONAL PURPOSES" shall not include the use of the DEMISED PREMISES by any group, club, association, society, party, affiliation, or the like, for any religious, political, charitable, fraternal, civic, or other such purpose.

### <u>6.5 THE DEMISED PREMISES SHALL AT ALL TIMES BE UNDER THE COMPLETE SUPER-</u> VISION, OPERATION, CONTROL AND MANAGEMENT OF THE LESSOR.

6.6 Each INDIVIDUAL LESSEE and the members of their family, invitees and guests shall observe and comply with all RULES AND REGULATIONS which now or may bereafter be promulgated, from time to time, by the LESSOR, its successors and assigns, as the LESSOR, in its sole discretion, deems necessary for the use, care, safety and cleanliness of the DEMISED PREMISES, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the DEMISED PREMISES. The RULES and REGULATIONS as promulgated, from time to time, under this paragraph shall be posted in a conspicuous place on the DEMISED PREMISES and shall be effective from the date of posting. The LESSOR shall not be hable to the LESSEE ASSOCIATION or any INDIVIDUAL LESSEE due to any violation of the RULES and REGULATIONS by any INDIVIDUAL LESSEE or person using the DEMISED PREMISES. The RULES and REGULATIONS as promulgated, from time to time, the effect of covenants as if set forth herein verbatim, the compliance therewith agreed to by the LESSEE.

6.7 Notwithstanding any of the provisions of this Paragraph 6 to the contrary, the LESSOII may, in its sole discretion, grant to any party, including itself, the right to use such portions of the DEMISED PREMISES as the LESSOII deems necessary in connection with the development and sale of such lands that LESSOII deems proper. In connection therewith, such party shall have the right to maintain a sales office and to occupy such portions of the DEMISED PREMISES as the LESSOR shall specify. Said party shall have the right to use portions of the DEMISED PREMISES for parking as necessary to effectuate the aforementioned purposes. The right of use of the DEMISED PREMISES shall include, but shall not be limited to, the right to display and erect, keep, store, and exhibit signs, billboards and placards; distribute audio and visual promotional materials, and the right to use portions of the DE-MISED PREMISES for display purposes. The LESSOR shall have the perpetual right to use the DEMISED PREMISES, or any portion thereof as it deems necessary, for administering the LESSOR's interests under the terms of this LEASE. All of the foregoing may be accomplished and enjoyed by the LESSOR without any cost or expense to LESSOR and without abatement or reduction of the rental due under the terms of this LEASE, nor shall the same give the LESSEE the right to avoid any of its covenants, agreements or obligations to be performed hereunder, nor shall the same be construed as an actual, implied or constructive existion of the LESSEE from the DEMISED PREMISES by the LESSOR or any one acting by, through or under the LESSOR.

6.8 The transfer of the fee title to each CONDOMINIUM PARCEL in the CONDOMINIUM, whether voluntary or by operation of law, terminating the INDIVIDUAL LESSEE's membership in the LESSEE ASSOCIATION shall terminate said INDIVIDUAL LESSEU's rights to the use and enjoyment of the DEMISED PREMISES. The INDIVIDUAL LESSEE's rights and privileges under this LEASE are not separately assignable. The OWNER of each CONDOMINIUM PARCEL which is subject to this LEASE when he automatically becomes a member of the LESSEE ASSOCIATION, or succeeds to his predecessor's title, is entitled to the use and enjoyment of the DEMISED PREMISES and is burdened with the duties and responsibilities in accordance with the provisions of this LEASE. All parties acquiring any right, title and interest in and to the lands described in Paragraph 1.10 of this LEASE, or any CONDO-MINIUM PARCEL thereon are hereby put on notice that in aquiring said interest, they shall be fully bound by the terms of this LEASE if their predecessor in side was so bound. In no event shall an OWNER of a CONDOMINIUM PARCEL subsequent to an INITIAL PURCHASER acquire any rights in the DEMISED PREMISES or against the LESSOR or the LESSEE ASSOCIATION that are greater than the rights granted to, and limitations placed upon, an INITIAL PURCHASER pursuant to the terms of this LEASE.

6.9 LESSOR may grant franchises or concessions to commercial concerns on all or part of the DEMISED PREMISES and the LESSOR shall be entitled to all income derived therefrom.

6.10 Any INDIVIDUAL LESSEE together with members of the INDIVIDUAL LESSEE's immediate family and guests may use the DEMISED PREMISES subject to the BULES and REGULATIONS concerning such use promulgated by the LESSOR.

6.11 Where an INDIVIDUAL LESSEE is not a natural person, the person designated as OCCUPANT pursuant to THE DECLARATION shall be deemed to be the INDIVIDUAL LESSEE for purposes of regulating the use of the DEMISED PREMISES.

6.12 If an INDIVIDUAL LESSEE, or his family, or guests violates the RULES and REGULATIONS concerning the use of the DEMISED PREMISES, the LESSOR may unilaterally suspend the INDIVIDUAL LESSEE for a reasonable time, as the LESSOR in its sole discretion determines, from the use of the DEMISED PREMISES at no abatement of reduction in rent due from the suspended INDIVIDUAL LESSEE.

6.13 If an INDIVIDUAL LESSEE leases his CONDOMINIUM PARCEL(S) only the lessee thereof shall have the use of the DEMISED PREMISES, provided however, that both the INDIVIDUAL LESSEE and said party shall be jointly and severally liable for all sums due hereunder and the LESSOR's lien rights shall continue undiminished.

7. EMINENT DOMAIN.

7.1 If any part of the DEMISED PREMISES shall be taken under the power of emisent domain, the obligations of the LESSEE under this LEASE, including the obligation to pay rent and other sums due hereunder, shall continue unaffected unless such portion of the DEMISED PREMISES is taken so as to completely destroy the usefulness of the DEMISED PREMISES for the purposes for which such premises were leased, in the opinion of LESSOR, then, from that day, the LESSEE ASSOCIATION shall have the right to terminate this LEASE on behalf of all LESSEES that are members of the LESSEE ASSOCIATION by written notice given by the LESSEE ASSOCIATION to the LESSOR, within thirty (30) days after such property is taken, or to continue in the possession of an undivided leasehold interest in the remainder of the DEMISED PREMISES under all of the terms of this LEASE. All damages awarded for such taking shall belong to, and be the property of, the LESSOR, whether such damages shall be awarded as compensation for diminution in the value of this LEASE or the LESSOR's interest in the DEMISED PREMISES. The right of termination herein granted shall only have effect in the event the LESSOR elects not to replace the DEMISED PREMISES that was taken, with other property for use as the DEMISED PREMISES, in which event the LESSEES shall have no right of termination and shall be bound by the terms hereof as if the substituted property were the original DEMISED PREMISES.

7.2 If a part of the DEMISED PREMISES, as provided above, is taken under the power of eminent domain and such taking does not completely destroy the usefulness of the DEMISED PREMISES for the purposes for which such premises were leased, all sums awarded for the appropriation shall be payable to the LESSOR and the LESSEE shall not be entitled to any portion thereof. Where there is an appropriation of part or all of a building or improvement which is not sufficient to terminate this LEASE, as hereinhefore set forth, the LESSOR shall determine, in its sole discretion, whether to replace the appropriated building or improvement upon the remaining land area of the DEMISED PREMISES. Failure to so replace the improvement shall not relieve the LESSEE from its obligations hereunder, Should LESSOR determine to replace same, it shall be of auch size, dimension, contents, decor, plans and specifications as the LESSOR determines in its sole discretion.

7.3 If during the term of this LEASE there shall be a taking of all or a portion of the CONDO-MINIUM PROPERTY by eminent domain which involves a "total taking" of the fee simple title to any UNITS or where the taking makes the UNIT uninhabitable as a dwelling, the same shall be deemed a "total taking" as to that UNIT, and this LEASE shall terminate as to those UNITS so taken, effective as of the date of taking, and the rent provided in Paragraph 5.1 as to that UNIT shall be eliminated as of the date of taking as if the UNITS taken had never existed as part of the CONDOMINHUM PROPERTY.

8. BANKRUPTCY. This LEASE and LESSEE's interest herein shall not pass to any trustee or receiver or assignce for the benefit of creditors, or otherwise by operation of law. Should the LESSEE ASSOCIATION be adjudged a bankrupt, or make a voluntary assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the property of the ASSOCIATION, and such receiver or trustee is not discharged within thirty (30) days after date of appointment, then the LESSOR herein shall have the right, at LESSOR's option, of terminating this LEASE as to the LESSEE ASSO-CIATION upon giving fifteen (15) days written notice thereof, and this LEASE shall cease and terminate as to such LESSEE ASSOCIATION on the date specified in said notice. In that event, this LEASE shall not terminate as to the INDIVIDUAL LESSEE(S), but shall remain in full force and effect.

### 9. LESSOR'S LIENS-CREATION, EFFECT AND ENFORCEMENT; PROVISO,

9.1 The LESSEE ASSOCIATION hereby covenants and warrants unto the LESSOR that prior to admitting each INITIAL LESSEE into the ASSOCIATION it will cause or allow the SPONSOR to cause said INITIAL LESSEE, joined by his or her spouse, to execute a copy of this LEASE, and a memorandum thereof, such copy not being executed by the LESSOR and LESSEE ASSOCIATION, and will cause said memorandum to be recorded in the Public Records of Broward County, Florida, together with the deed of conveyance from the SPONSOR to each INITIAL LESSEE. The INITIAL LESSEE's CONDO-MINIUM PARCEL and the recording data as to THE DECLARATION shall be described and set forth in the copy of each said LEASE and memorandum thereof, in the space provided therefore, and said INITIAL LESSEE and SPOUSE shall be deemed to have executed the LEASE attached to THE DEC-LARATION. In such LEASES and memorandum as are executed by the INITIAL LESSEES, where reference is made to THE DECLARATION to which this LEASE is an EXHIBIT, the same shall mean and refer to THE DECLARATION to which this LEASE, executed by the LESSEE ASSOCIATION and LESSOR, is attached. 9.2 LESSOR retains and shall have a first lien, paramount to all others, on every right and interext of the INDIVIDUAL LESSEES in and to this LEASE and on any furniture, furnishings, appliances, equipment, fixtures and goods of every kind, and on the equity therein, which is owned or purchased by INDIVIDUAL LESSEES, and upon the LESSEE ASSOCIATION's assets and COMMON SURPLUS which is attributable to the individual LESSEES. This lien is reserved and granted for the purpose of securing the payment of rents to LESSOR, and taxes, assessments, charges, liens, penalties and damages herein covenanted to be paid by the INDIVIDUAL LESSEE, and for the purpose of securing performance of any, all the singular, of the covenants, conditions and obligations of this LEASE to be performed and observed by the INDIVIDUAL LESSEE or of protecting the LESSOR's lien hereinafter provided.

9.3 In order to secure the obligations of the INDIVIDUAL LESSEE to the LESSOR for the payment of all rent and any other monies due and to become due hereunder and to secure the performance by the INDIVIDUAL LESSEE of each of the terms and provisions of this LEASE, the INDIVIDUAL LESSEE, as the OWNER of a CONDOMINIUM UNIT does hereby grant, sell, bargain, convey and confirm and te-confirm unto the LESSOR, in fee simple, a lien upon that certain CONDOMINIUM UNIT together with its proportionate interest in the COMMON ELEMENTS and those certain other items, all of which are described on Page 18 of this LEASE which description is incorporated herein by reference.

This lien upon the tangible personal property described therein shall be subordinate to prior bona fide liens properly perfected.

The execution of a copy of this LEASE and memorandum thereof, by the INITIAL LESSEE whereby said INITIAL LESSEE reconfirms the reserved lien and independently impresses a lien upon and encumbers his CONDOMINIUM PARCEL shall be a confirmation of said lien in favor of the LESSOR. However, in the event said INITIAL LESSEE fails to execute a copy of this LEASE and memorandum, as required above, or said memorandum is not recorded in the Public Records of Broward County, or is executed, witnessed, notarized or recorded in a defective manner, the same shall not affect the LES-SOR's liens on said CONDOMINIUM PARCEL. The lien upon the appropriate CONDOMINIUM PAR-CELS in the INDIVIDUAL LESSEE's CONDOMINIUM, created by virtue of this LEASE shall continue for the term of this LEASE and subsequent OWNERS, (i.e., OWNERS after the INITIAL LESSEE's purchase from the SPONSOR who are not to execute a copy of this LEASE) shall own said CONDO-MINIUM PARCEL subject to the lien created herein. Such subsequent OWNER(S) taking title to such CONODOMINIUM PARCEL or LIVING UNIT shall be deemed to have assumed and agreed to pay the sums due and coming due under this LEASE and to be bound by the terms and provisions of this LEASE. Said assumption and agreement shall be noted in the instrument of conveyance to the subsequent OWN-ER(s) in accordance with the provisions of THE DECLARATION. An INDIVIDUAL LESSEE shall be released from all personal liability under this LEASE upon his conveying title to his CONDOMINIUM PARCEL to another party, provided that he has paid all sums due the LESSOR under this LEASE as to his CONDOMINIUM PARCEL and said assumption and agreement is properly effected by an approved purchaser.

9.4 The liens herein granted may be foreclosed at the option of the LESSOR in the manner in which a mortgage on real property is foreclosed, or in the manner in which statutory liens on real property are foreclosed, or by any other remedy available to the LESSOR for the foreclosure of said liens. In the event of a foreclosure, the defaulting INDIVIDUAL LESSEE shall be required to pay a reasonable rental for the CONDOMINIUM PARCEL to the LESSOR and the LESSOR shall be entitled to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of auit to collect the sums due hereunder.

9.5 The LESSOR hereby agrees that it will not terminate or cancel this LEASE by statutory summary proceedings, or otherwise, because of an INDIVIDUAL LESSEE's failure to pay the sums provided and reserved to be paid hereunder. PROVIDED that the lien created herein remains available to and is enforceable by the LESSOR.

9.6. The LESSEE's leasehold interest in and to the DEMISED PREMISES has been acquired pursuant to §718 et seq., Florida Statutes, All monies due and to become due under the provisions of this LEASE are declared to be direct expenses from the INDIVIDUAL LESSEES to the LESSOR and not COMMON EXPENSES of the CONDOMINIUM.

9.7 In the event that the LESSOR's liens provided for in this LEASE shall, for any cause or reason whatsoever, be determined to be invalid, extinguished, or unenforceable, then the INDIVIDUAL LESSEE agrees that such event shall not extinguish or diminish the INDIVIDUAL LESSEE's financial or other obligations hereunder.

9.8 A default arising from the nonpayment of rent or other monies due to the LESSOR by any INDIVIDUAL LESSEE will not be a default on the part of those INDIVIDUAL LESSEES who have paid the share of rent and other monies for which they are severally liable, and the LESSOR may exercise those rights and remedies as described in this LEASE only against the defaulting INDIVIDUAL LESSEES.

9.9 Should an INDIVIDUAL LESSEE fail to pay any sum due under this LEASE within ten (10) days after the day same shall become due, the LESSOR may deny to said INDIVIDUAL LESSEE and/or authorized user of the DEMISED PREMISES the use and enjoyment of same until such time as all said sums then due are paid. Such denial of use shall not relieve said INDIVIDUAL LESSEE from the obligation to pay the rent due then, or in the future.

9.10 Nothwithstanding anything herein to the contrary, where an INSTITUTIONAL MORT-GAGEE obtains title to said CONDOMINIUM PARCEL as a result of a foreclosure of an INSTITU-TIONAL MORTGAGE, or when an INSTITUTIONAL MORTGAGEE accepts a deed to said CONDO-MINIUM PARCEL in lieu of foreclosure, or where the LESSOR under this LEASE obtains title as a result of foreclosure of LESSOR's lien, such acquirer of title, his successors and assigns, shall not be liable for sums which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such lien shall automatically reattach as set forth in F.S. 718.401(7).

9.11 The LESSOR understands and acknowledges that in connection with the sale of each UNIT in the CONDOMINIUM the purchaser thereof may desire to purchase his UNIT utilizing the proceeds of a mortgage loan encumbering the UNIT being acquired. The LESSOR hereby covenants that the LESSOR's lien described in this LEASE is subordinate to the extent hereinafter specifically set forth to the lien of such INSTITUTIONAL MORTGAGE, provided, however, that said mortgage is made with an INSTITUTIONAL MORTGAGEE, as defined in THE DECLARATION and FURTHER, PRO-VIDED, said mortgage has been made only in connection with the initial purchase of the UNIT from SPONSOR. The subordination provisions of this paragraph shall be self-operative. If requested, the LESSOR shall confirm said subordination in writing. The subordination provided in this paragraph is limited to the following provisions:

(a) In the event the INSTITUTIONAL MORTGAGEE, to which the lien above referred to has been made subordinate, forecloses its mortgage against said CONDOMINIUM PARCEL and obtains title to the same as a public sale held as a result of such foreclosure suit, or said INSTITUTIONAL MORTGAGEE acquires title by conveyance in lieu of foreclosure, said INSTITUTIONAL MORTGAGEE, for so long as it shall continue to hold title, shall receive an abatement of the sums due pursuant to Paragraphs 5 and 15 of this LEASE for said CONDOMINIUM PARCEL, and said sums coming due pursuant to Paragraphs 5 and 15 of this LEASE for said CONDOMINIUM PARCEL, and said sums coming due pursuant to Paragraphs 5 and 15 of this LEASE shall be temporarily reduced to the extent as if said CONDOMINIUM PARCEL did not exist. This subordination shall not reduce nor abate any other of the promises, covenants or obligations of the LESSEE ASSOCIATION and INDIVIDUAL LESSEES under this LEASE. Upon said INSTITUTIONAL MORTGAGEE conveying its title to the CONDOMINIUM PARCEL so acquired by it, the foregoing abatement shall immediately cease and terminate. If during any period of time that the title to the CONDOMINIUM PARCEL is held by the INSTITUTIONAL MORT-GAGEE said CONDOMINIUM UNIT is occupied or leased there shall be no such abatement.

(b) INSTITUTIONAL MORTGAGEES shall be required to give written notice to the LES-SOR if the promissory note and mortgage given as security therefor are in default. LESSOR shall have the right, but not the obligation, to cure said Mortgagor's default and to make any payments due by the Mortgagor within the same time period allowed to the Mortgagor or, in no event, less than ten (10) days from the date of receipt of the notice. In the event that the LESSOR makes any such payments, it shall, in addition to all other rights reserved in this LEASE, be subrogated to all rights of the INSTITUTIONAL MORTGAGEL. Any payment made by LESSOR including ad valorem taxes on the UNIT in order to protect LESSOR's 'len hereunder shall be deemed additional rent due from LESSEE.

9.12 The foreclosure or maintenance of any action to enforce the lien herein provided by the LES-SOR shall not be considered or construed as a termination or cancellation of all or any part of this LEASE or of the lien rights created herein. If an INSTITUTIONAL MORTGAGEE shall foreclose its mortgage, the same shall not operate as an extinguishment of all or any part of this LEASE or of the LESSOR's lien against the CONDOMINIUM UNIT. Such lien shall be effective without any act on the part of the LESSOR, mortgagee, or subsequent owner for money which shall become due and payable hereunder after the foreclosure or conveyance. SUBJECT, HOWEVER, to the paramount provisions concerning temporary abatement of such sums due LESSOR as provided in Paragraph 9.11.

9.13 By the execution and confirmation of the lien on the INDIVIDUAL LESSEE'S Unit said INDIVIDUAL LESSEE does waive any exemption of the unit as homestead property provided under the Florida Constitution (if applicable) for the enforcement of said lien.

### 10. RIGHT OF LESSOR AND LESSEE ASSOCIATION TO ENCUMBER, CONVEY OR ASSIGN.

10.1 The LESSOR shall have the unequivoral right to, at all times, and may have previous to the execution hereof, mortgage and encumber LESSOR's interest in this LEASE and/or in and to the DEMISED PREMISES. The LESSER's interest in and to the use of the DEMISED PREMISES shall at all times be subordinate and inferior to such mortgages, provided, that the LESSER's shall at all times have the rights provided under this LEASE as long as they shall perform all of the covenants herein. The LESSEE ASSOCIATION and INDIVIDUAL LESSEES do hereby agree that, if required by the Mortgages, the LESSEE ASSOCIATION will, as agent for all of the INDIVIDUAL LESSEES, (or, all Lessees will) forthwith execute such documents as may be requested to confirm the provisions hereof including the joinder, as mortgagor, in such mortgage. Such joinder by the LESSEE shall not be an assumption of the obligations of the Mortgagor. The failure of the LESSEE to execute such instrument of sub-ordination or joinder shall be deemed a default by the LESSEE of this LEASE. Notwithstanding the foregoing, any interest or right of the LESSEE ASSOCIATION and shall be deemed subordinate and inferior to a mortgage granted by the LESSOR on said DEMISED PREMISES.

10.2 The LESSOR may freely assign or convey all or any part of its right, title and interest in and to this LEASE and/or the DEMISED PREMISES. In such event, upon the assignee or purchaser, as the case may be, assuming and agreeing in writing to perform the terms and covenants to be performed by the LESSOR herein contained, the LESSOR shall be relieved of all liability under this LEASE.

10.1 Neither the LESSEE ASSOCIATION nor any INDIVIDUAL LESSEE shall have the right to mortgage, encumber, assign or convey any of its or their leasehold right, title and interest in and to this LEASE or the DEMISED PREMISES, except as an appurtenance to their Unit.

### 11. DEFAULT.

11.1 If the LESSEE ASSOCIATION defaults or shall fail to perform any of the covenants of this LEASE by it to be kept and performed, the LESSOR may, at its election, declare this LEASE terminated. Thereafter, the LESSEE ASSOCIATION and/or the members of said ASSOCIATION shall have no rights to the use and enjoyment of the DEMISED PREMISES nor any rights hereunder. In addition, the LESSOR shall have all such other remedies as the law and this instrument afford.

(a) Where the default consists of some violation of the terms bereof, the LESSOR may not declare this LEASE terminated until such violation shall have continued for thirty (30) days after the LESSOR shall have given the LESSEE ASSOCIATION written notice of the violation and the LESSEE ASSOCIATION shall not have undertaken, during said thirty day period, action to cure said violation. Nothing herein contained shall be construed as precluding the LESSOR from having any remedy necessary to preserve the LESSOR's rights and interest in the DEMISED PREMISES and in this LEASE before the expiration of the notice period if the allowance of such grace period or the giving of such notice would prejudice or endanger LESSOR's rights and interest in this LEASE and/or the DEMISED

### PREMISES.

(b) All notice periods shall run concurrently and not consecutively.

(c) In the event one or more INDIVIDUAL LESSEES violate any of the terms hereof and such violation is not such that the notice provisions of this Paragraph 11 would be practical, the LES-SOR shall have the unequivocal right to take any necessary action, including the suspension of said individual's rights of use of the DEMISED PREMISES for reasonable periods of time at LESSOR's discretion, without any abatement or reduction in rent due from suspended LESSEE or the same being construed to be a termination of the LEASE as to said INDIVIDUAL LESSEE. The notice periods for INDIVIDUAL LESSEES shall be fifteen (15) days for nonpayment and thirty (30) days for other violations.

11.2 The various rights, powers, options, elections, privileges and remedies of the LESSOR in this LEASE shall be construed as cumulative, and no one shall be construed as being exclusive of another or exclusive of any rights or priorities provided by law.

11.3 The relationship between the parties hereto is that of landlord and tenant and therefore all statutory proceedings shall be available to LESSOR for collection of rent or possession of the premises, except as herein specified to the contrary.

11.4 The right given to the LESSOR to collect the rent and other sums due under the terms of this LEASE or to enforce the terms and provisions of this LEASE, shall not affect the right of such LESSOR to declare this LEASE terminated as herein provided.

11.5 If, at any time, due to the failure of the LESSEE ASSOCIATION and/or any INDIVID-UAL LESSEE to keep and perform any covenant in this LEASE that they, jointly or severally, are bound to keep and perform, it becomes necessary for LESSOR to employ an attorney to protect the rights and interests of the LESSOR in the DEMISED PREMISES or to enforce the terms and provisions of this LEASE or proceed under this LEASE in any particular, including a proceeding in the nature of a suft for declaratory judgment, then in any such event, the LESSEE ASSOCIATION and/or any INDIVID-UAL LESSEE, as the case may be, will owe and pay to LESSOR all costs, including court costs and attorneys' fees, incurred or expended by the LESSOR in taking or defending such actions.

11.6 In the event of termination of this LEASE, at any time, prior to the natural expiration hereof, due to a breach by the LESSEES, then all of the right, estate and interest of the LESSEES so terminated, in and under this LEASE shall cease and be held for naught without any compensation therefor unto the LESSEE ASSOCIATION and/or INDIVIDUAL LESSEES.

### 12. LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIENS.

12.1 The LESSEE ASSOCIATION and INDIVIDUAL LESSEES shall never, under any circumstances, have the power to subject the interest of the LESSOR in the DEMISED PREMISES and the DEMISED PREMISES themselves to any mechanic's or materialman's lien or liens of any kind. Any mortgage lien or encumbrance granted by a UNIT OWNER is not a lien upon the DEMISED PREM-ISES nor the INDIVIDUAL LESSEES' rights thereto, nor upon any right, title or interest the LESSEE ASSOCIATION may have under this LONG-TERM LEASE. If any mechanic's liens or other liens are filed or asserted against the LESSOR's interest in the DEMISED PREMISES or against the DEMISED PREMISES by virtue of any action of the LESSEE ASSOCIATION and/or any INDIVIDUAL LES-SEE, such party shall, within thirty (30) days from the filing thereof, cause such lien to be released from the LESSOR's interest in the DEMISED PREMISES and as to the DEMISED PREMISES in the manner provided by the Statutes of the State of Florida. It is the intent hereof that, if an INDIVID-UAL LESSEE has caused the lien to be filed, both the LESSEE ASSOCIATION and such INDIVIDUAL LESSEE shall be responsible for the release thereof. Failure to so remove the lien shall entitle the LES-SOR to do so and assess the cost thereof, including attorneys' fees, as rent due hereunder.

13. INDEMNIFICATION. The LESSEE ASSOCIATION and INDIVIDUAL LESSEES agree to, and by these presents do, indemnify and save harmless the LESSOR against any and all claims, debta, demands or obligations, including costs and attorneys' fees, which may be made against the LESSOR, or against the LESSOR's title in the premises, arising by reason of or in connection with the making of this LEASE and/or the ownerchip by the LESSEES of the leasehold interest hereby created. If it becomes necessary for the LESSOR to defend any action sceking to impose any such liability, the LESSEES will pay to the LESSOR all costs of court and reasonable attorneys' fees incurred by the LESSOR in effecting such defense, plus any other sums which the LESSOR may be called upon to pay by reason of the entry of a judgment against the LESSOR in said litigation.

14. OPTION TO PURCHASE. The LESSEES recognize that all prior LESSEES whose leases expire in 2072 were granted the option to purchase the DEMISED PREMISES at the expiration of said term upon the terms and conditions therein specified and recorded in the public records of Broward County, Florida.

15 INSURANCE, TAXES, MAINTENANCE and OPERATING EXPENSE,

15.1 Insurance coverage, including but not limited to, fire, casualty, public liability, rental insurance and all other types of insurance which the LESSOR deems necessary shall be maintained by the LESSOR on the DEMISED PREMISES or this LEASE in such amounts and with such deductibles as LESSOR deems fit. This coverage shall be paid by the LESSOR out of the operational rent payable by INDIVIDUAL LESSEES, provided, however, that if the premiums increase or the LESSOR shall deem additional insurance is necessary and as a result the premiums paid shall increase over the premiums paid in the base period, such increased amount shall be deemed due as additional operational rent. Annual charges shall be applied to the base period on a monthly prorated basis in all provisions of this Lease.

15.2 Real and Personal Property Taxes attributable to the DEMISED PREMISES shall be paid by LESSOR out of the operational rent payable by INDIVIDUAL LESSEES provided, however, that if said taxes increase over the taxes paid in the base period such increased amount shall be due as additional operational rent. If any governmental authorities levy a sales or similar tax, an intangible tax or documentary stamp tax on this LEASE on the rent received hereunder, such taxes shall be due as additional operational rent.

15.3 All assessments of all types levied upon, or liens placed on, the DEMISED PREMISES by any governmental authority shall be due as additional operational rent.

15.4 The care and maintenance of the DEMISED PREMISES, including the providing of utility service, shall be the LESSOR'S responsibility and shall be accomplished in the manner in which the LESSOR deems fit.

15.5 No damage or destruction of all or any part of the DEMISED PREMISES by fire, windstorm or any other casualty shall entitle the LESSEE to terminate this LEASE, to violate the provision hereof, or to entitle INDIVIDUAL LESSEES to any abatement or rebate of rent due or to become due under the provisions hereof. LESSOR shall be obligated to, at its own expense, repair and reconstruct those damaged portions of the DEMISED PREMISES within a reasonable time. If more than seventy-five per cent (75%) of the usable space in the buildings in the DEMISED PREMISES are damaged, the LESSOR within thirty (30) days of the casualty may terminate this LEASE by giving written notice thereof to LESSEES. LESSEES shall not be entitled to any compensation due to the termination. The termination shall be effective on the first day of the month following the giving of notice.

15.6 If any governmental authority requires any further improvements or additions to the DEMISED PREMISES, the cost of the same shall be due as additional operational rent.

15.7 All additional operational rent required to be paid pursuant to this Paragraph 15 or the other provisions of this LEASE shall have the same force and effect as the operational rent due by virtue of this

LEASE and shall be secured by the lien heretofore granted, provided, however, that the LESSOR shall only charge said additional operational rent due pursuant to this Paragraph 15 at such times as adjustments are made pursuant to Paragraph 5.3 hereof.

15.8 Any additional operational rent due under this LEASE which is to be apportioned between all LESSEES as provided in Paragraph 5 hereof may, at the discretion of the LESSOR, be enforced and collected from some, but not all, LESSEES and the election of the LESSOR to collect the increase from one but not the other shall not relieve the ones so assessed from its obligation to pay the same. In addition, the LESSOR shall have the unequivocal right to waive any rental due under this LEASE from one or more INDIVIDUAL LESSEES and said waiver shall not affect the obligation of any other LESSEE to pay the sums due hereunder.

15.9. The failure of LESSOR to make any adjustments for additional operational rent provided in this Paragraph 15 in any one or more years shall not be deemed a waiver of LESSOR's right to do so in accordance with Paragraph 5 of this LEASE.

16. COVENANT OF QUIET ENJOYMENT. For as long as the LESSEE complies with all of the covenants and conditions herein, the LESSEE shall have the use and enjoyment of the DEMISED PREMISES subject to the provisions of this LEASE. A breach of this covenant of quiet enjoyment by LESSOR shall give rise only to a cause of action to enjoin such breach but in no event shall a breach of this covenant be a ground or grounds for termination of cancellation of this LEASE.

17. NOTICES. Except as otherwise specifically provided for in this LEASE, all notices shall be given in writing and shall be delivered to the party concerned or mailed to the party concerned and addressed to the respective parties as stated herein. Notices to LESSEE ASSOCIATION and/or INDI-VIDUAL LESSEE(S) shall be mailed or delivered to their addresses at the CONDOMINIUM PROPER-TY. Notice to LESSOR shall be mailed certified mail, return receipt requested or delivered to: CENTURY VILLAGE EAST, INC., Century Boulevard, Deerfield Beach, Florida 33441 or, as from time to time, otherwise designated by LESSOR.

18. TERMINATION OF CONDOMINIUM. No termination of the CONDOMINIUM created by THE DECLARATION shall terminate, cancel, or abate any sums due under the terms of this LEASE. The CONDOMINIUM may not be terminated, except when terminated pursuant to Paragraph 13.8 of THE DECLARATION, without the prior written consent of the LESSOR which shall not be deemed given until recordation thereof in the Public Records of Broward County, Florida. In the event of the termination of said CONDOMINIUM for any reason, the lien granted to and reserved by the LESSOR herein shall continue in full force and effect on the lands and improvements of the former CONDOMINIUM, upon the undivided interest of each INDIVIDUAL LESSEE therein, or upon any entity holding title thereto, who shall jointly and severally be personally responsible and liable for the full performance of each and every of the terms and conditions of this LEASE, including the liability for the payment of monies due hereunder. In the event of termination pursuant to Paragraph 13.8 of THE DECLARATION, the LESSOR's lien shall be subordinate only to those of INSTITUTIONAL MORTGAGEES as to any insurance proceeds and COMMON SURPLUS.

19. AMENDMENT TO LEASE. This LEASE may only be amended by agreement in writing, executed by the LESSOR and the LESSEE ASSOCIATION, for itself and for all INDIVIDUAL LES-SEES who are members of the ASSOCIATION, which shall be duly recorded in the Public Records of Broward County, Florida. No amendment shall change an INDIVIDUAL LESSEE's share of the monthly sum under this LEASE, nor materially impair the rights of any INDIVIDUAL LESSEE without the INDIVIDUAL LESSEE, and all record owners of mortgages so affected joining in the execution of said amendment. No amendment shall change the provisions of this LEASE with respect to INSTITUTIONAL MORTGAGEE, nor shall any amendment affect, impair, or prejudice the validity, rights and priorities of any mortgages encumbering CONDOMINIUM PARCELS in the said CONDO-MINIUM without the written consent of the mortgagees affected. The foregoing is subject to the paramount provisions applicable thereto in this LEASE and the DECLARATION as to the LESSOR's right to amend this LEASE and said DECLARATION OF CONDOMINIUM. The LESSOR shall also have the right to amend this LEASE unilaterally pursuant to Paragraph 17 of the DECLARATION, and if said amendment entails additional expenses to a particular group of INDIVIDUAL LESSEES only those affected shall join in said amendment.

### 20. MISCELLANEOUS PROVISIONS.

20.1 No waiver of a breach of any of the covenants contained in this LEASE will be construed to be a waiver of any succeeding breach of the same covenant. The LESSOR specifically reserves the right to waive any portion of the rent due hereunder, including the right to waive rent attributable to INDIVIDUAL LESSEE or any CONDOMINIUM PARCEL. Such waiver will not affect the obligation for any payment by all other LESSEES for which rent has not been waived.

20.2 Time is of the essence in every particular, except where otherwise specified herein.

20.3 The terms, conditions, provisions, covenants and agreements set forth in this LEASE shall be binding upon the LESSOR and LESSEE ASSOCIATION and INDIVIDUAL LESSEES, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the DEMISED PREMISES as well as the premises described in THE DECLARATION, including each and every CONDOMINIUM UNIT owned by an INDIVIDUAL LESSEE.

20.4 If any term or provision of this LEASE, or the application thereof, shall to any extent be invalid or unenforceable, the remainder of this LEASE, or the application of such term or provision to persons or elecumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term and provision of this LEASE shall be valid and enforced to the fullest extent permitted by law.

20.5 This LEASE is to be construed in accordance with the laws of the State of Florida.

20.6 Reference to any paragraph hereof shall include all subparagraphs thereof unless the context requires otherwise.

20.7 The LESSEES shall not do or suffer any waste or damage to the DEMISED PREMISES.

20.8 The LESSEE ASSOCIATION shall not amend its ARTICLES OF INCORPORATION, its BY-LAWS, or THE DECLARATION OF CONDOMINIUM during the term of this LEASE in such a manner as to affect or impair the rights of the LESSOR, unless the LESSOR shall first approve such amendments in writing, which approval must be contained in any such amendment.

20.9 Whenever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

20.10 In the event the LESSEE ASSOCIATION is dissolved, or if its existence is otherwise terminated, or if for any reason it ceases to be responsible for the operation of any of the CON-DOMINIUM PROPERTY, none of the rent or other monies due hereunder will abate or be diminished. In any or all of such events, the INDIVIDUAL LESSEE(S) will continue to have the possession, use and occupancy of the DEMISED PREMISES and they will be severally bound by all of the provisions of this LEASE.

20.11 No act or action of the LESSOR permitted in this LEASE and no use by the LESSOR, or any person, firm or corporation designated by the LESSOR of the DEMISED PREMISES shall entitle the INDIVIDUAL LESSEE to an abatement of the rent reserved in this LEASE, nor shall any of the same constitute an ouster or a constructive eviction of the LESSEE ASSOCIATION or any INDIVID-UAL LESSEE, nor shall the same give the LESSEE ASSOCIATION or any INDIVID-UAL LESSEE, nor shall the same give the LESSEE ASSOCIATION or any INDIVIDUAL LESSEE the right to avoid any term, provision, covenant or obligation of this LEASE.

20.12 Each and every term, covenant and provision contained in the DECLARATION OF CON-DOMINIUM to which this LEASE is an exhibit is hereby incorporated herein by reference, if the same affects this Lease. If any provision of this LEASE is in conflict with any provision of said DECLARA. TION OF CONDOMINIUM, the provisions of this LEASE shall prevail. 20.13 The captions and titles contained in this LEASE are for convenience and reference only and in no way define, limit, or describe the scope or intent of this LEASE, or any part thereof, nor shall the same in any way affect this LEASE.

20.14 None of the LESSEE's covenants shall be in any way reduced or abated, suspended or limited by reason of the fact that there are or may be other LESSEES of the DEMISED PREMISES. No failure on the part of any other LESSEE to perform similar covenants contained in its LEASE with the LESSOR, or failure on the part of the LESSOR to enforce the same shall operate as a waiver, extension or indulgence of any provision of this Lease.

20.15 Any and all sums in addition to all rent specified hereunder due to the LESSOR, including, but not limited to, any increased rents, attorneys' fees, advancements or otherwise, shall be enforceable as if it were RENT hereunder and shall be payable to the LESSOR on demand, or, at the option of the LESSOR, may be added to any rent then due or thereafter becoming due under this LEASE. To facilitate the collection thereof the LESSOR shall have, in addition to any and all other rights and remedies available to the LESSOR on account of the failure of the IND! VIDUAL LESSES to pay rent.

20.16 No act or action of the LESSOR shall be deemed an implied cancellation or termination of this LEASE or of the term hereof, and all remedies upon LESSEE's default may be taken, elected or sought by LESSOR without cancellation or termination of this LEASE. Only an expressed Declaration of Cancellation or Termination by LESSOR or the successful prosecution of a suit in which the LESSOR's prayer for relief is for cancellation and termination shall be effective to cancel or terminate this LEASE.

20.17 Liability for the payment of rent and other obligations arising under this LEASE cannot be avoided by the waiver of the use and enjoyment or the abandonment of the DEMISED PREMISES or any part thereof by either the INDIVIDUAL LESSEE(S) or LESSEL ASSOCIATION, or both.

20.18 All LESSEES executing the LEASE after Dec. 31, 1976, are granted such rights as provided in F.S. 718.401(6)(a), unless the same is held unenforceable or is repealed.

20.19 This instrument constitutes the entire LEASE agreement between the parties hereto as of the date of execution. No party hereto has been induced by any other by representations, promises or understandings not expressed herein, and there are no stipulations, promises or understandings whatsoever in any way touching the subject matter of this instrument which are not expressly contained herein or in THE DECLARATION.

20.20 The LESSOR covenants that it will, so long as all LESSEES shall continue to pay the rent reserved by this LEASE and observe the terms of this LEASE, keep all mortgages executed by it and encumbering the DEMISED PREMISES in good standing and pay promptly all sums required to be paid on any such mortgage.

20.21 Notwithstanding the fact that the LESSOR may have some right, title or interest in the stock of the SPONSOR, or they may be the same entity, the LESSEES acknowledge and agree that the LESSOR and SPONSOR shall not, for purposes of construing this Lease, be construed or considered as being one and the same and neither of them as the agent for the other, but, even if they are the same entity, they shall be viewed in their separate capacities. No act of commission or omission by the SPONSOR shall ever be construed or considered: (a) as a breach by the LESSOR of any of its promises and covenants in this LEASE made; or (b) as an actual, implied or constructive eviction of the LESSEES from the DEMISED PREMISES by the LESSOR; or (c) as an excuse, justification, waiver or indulgence by the LESSOR to the LESSEES with regard to the LESSEES' prompt, full, complete and continuous performance of their covenants and promises herein.

20.22 In the event that the DEMISED PREMISES are purchased by the CenClub Homeowners Association, Inc., in 2019 A.D., then and in that event this LEASE shall terminate as of the date of such transfer. 20.23 THE INDIVIDUAL LESSEE EXECUTING THIS LEASE AGREES TO BE BOUND BY THIS LEASE AND BY HIS EXECUTION HEREOF:

(a) Covenants and agrees to perform each and every of the promises, duties, and undertakings to be performed by the INDIVIDUAL LESSEES or UNIT OWNERS or, where applicable, LESSEES, herein.

(b) Covenants and agrees to do all things possible to assure that the LESSEES herein and the LESSEE ASSOCIATION performs the promises, duties, and undertakings to be performed by them hereunder.

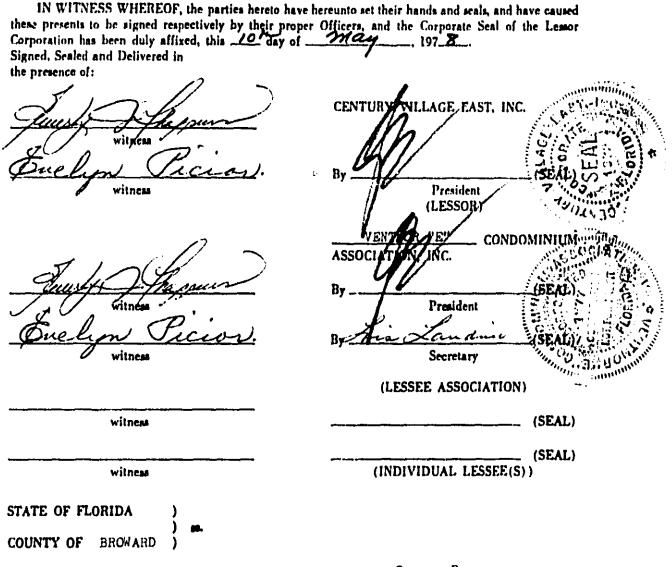
(c) Ratifies and confirms each and every provision of this LEASE, and all the terms and provisions hereof, as being fair and reasonable and in the best interest of, and for the benefit of, the LESSEE, CONDOMINIUM ASSOCIATION and all its members, and himself, as INDIVIDUAL LESSEE.

(d) Ratifies and affirms the acts of the LESSEE ASSOCIATION in executing this LEASE and agrees that the Directors of the LESSEE ASSOCIATION in entering the LEASE have not breached any duties and obligations to the ASSOCIATION and/or its members and agrees that the fact that some of the Directors of the LESSEE ASSOCIATION executing this LEASE are or may be Officers, Directors, Employees or Stockholders of LESSOR shall not or cannot be construed as a breach of their duties or obligations to the ASSOCIATION or its members or as grounds to invalidate this Lease in whole or part.

20.24 THE INDIVIDUAL LESSEE EXECUTING THIS LEASE ACKNOWLEDGES THAT HE HAS HAD ADEQUATE OPPORTUNITY TO READ THIS LEASE AND THE DECLARATION OF CONDOMINIUM AND THE EXHIBITS THERETO AND AGREES TO BE BOUND BY ALL OF THEM. INDIVIDUAL LESSEE ACKNOWLEDGES THAT HE UNDERSTANDS THE NATURE OF THIS LEASE AND THAT HIS OBLIGATIONS. INCLUDING THE PAYMENT OF RENT DUE UNDER THIS LEASE. ARE SECURED BY THE LIEN DESCRIBED IN THIS LEASE AGAINST HIS CONDOMINIUM UNIT AND PROPERTY, TO WIT:

CONDOMINIUM PARCEL NO. \_\_\_\_ IN \_\_\_\_\_ CONDOMINIUM, ACCORD-ING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORD BOOK \_\_\_\_\_ AT PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; together with a lien on all tangible personal property, including furniture, furnishings, fixtures, appliances, equipment and goods now or hereafter located therein and all additions and accessions thereto.

20.25 It is agreed between the parties hereto that the lien created in this Lease was created by a contract at the time the parties contracted for the purchase of a CONDOMINIUM UNIT and was agreed to prior to the time that title was acquired to said UNIT. The INDIVIDUAL LESSEE agrees not to raise any defense of homestead or to allege the superiority of homestead over the lien created herein, as the same is available to the INDIVIDUAL LESSEE concerning the enforcement of the lien pursuant to the terms and conditions of this LEASE.



George Bergmann BEFORE ME, the undersigned authority, personally appeared \_

to me well known to be the individual described in and who executed the foregoing instrument as President of CENTURY VILLAGE EAST, INC., a Florida Corporation, and he acknowledged before me that he executed such instrument as such Officer of said Corporation, and that the Seal affixed by the Lessor Corporation is the Corporate Seal of said Corporation and was affixed thereto by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation, for the purpose therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this 10" 197 8 My Commission Expires: NOPARY PUBLIC State of Florida at Large 19

STATE OF FLORIDA ) ) . COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared
to me known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of <u>VENTNOR "E"</u> CONDOMINIUM ASSOCIATION, INC, A non-profit, Florida Corporation and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that said instrument is the free act and deed of said Corporation.
WITNESS my hand and official seal, at the State and County aforesaid, this day of
May 197 8 Netory Public, Sinte of Floride at the My Commission Expires My Conversion Expires May 22, 1778 Bonded by American Law & Cassadly Co. MOTARY PUBLIC
State of Florids at Large
STATE OF FLORIDA )
COUNTY OF
BEFORE ME, the undersigned authority, personally appeared

to me well known to be the individual(s) described in and who executed the foregoing instrument, as the Individual Lessee therein, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official scal, at the State and County aforesaid, this \_\_\_\_\_ day of

\_\_\_\_\_, 197\_\_\_\_

My Commission Expires:

NOTARY PUBLIC State of Florida at Large \_\_\_\_ (SEAL)

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Department of State / Division of Corporations / Search Records / Detail By Document Number /

## **Detail by Entity Name**

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Florida Not For Profit Cor	-
CVE MASTER MANAGE	MENT COMPANY, INC.
Filing Information	
Document Number	767440
FEI/EIN Number	59-2288465
Date Filed	03/14/1983
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	04/27/1984
Event Effective Date	NONE
Principal Address	
3501 WEST DRIVE	
DEERFIELD BCH, FL 33	442-2085
Changed: 03/29/1994	
Mailing Address	
3501 WEST DRIVE	
DEERFIELD BCH, FL 33	442-2085
Changed: 03/29/1994	
Registered Agent Name &	Address
Winston, Andrew, Esq.	
2924 Davie Road 201	
Fort Lauderdale, FL 333	14
,	
Name Changed: 04/25/2	016
Address Changed: 04/25	/2016
Officer/Director Detail	12010
Name & Address	
Title Director	
Goldman, Gene	
353 Grantham C	

DEERFIELD BCH, FL 33442-2085

**Title Director** 

Roboz, Joe 2017 Islewood D DEERFIELD BCH, FL 33442-2085

Title 2nd Vice President

Rosenzveig, Fred 216 Grantham A DEERFIELD BCH, FL 33442-2085

Title Director

LaLiberte', Pierre 39 Harwood B DEERFIELD BCH, FL 33442-2085

**Title Secretary** 

Ciocca, Dick 1049 Berkshire C DEERFIELD BCH, FL 33442-2085

Title Director

Routburg, Michael 111 Upminster E DEERFIELD BCH, FL 33442-2085

Title 1st Vice President

Warhoftig, Barry 225 Farnham J DEERFIELD BCH, FL 33442-2085

**Title President** 

Okin, Eli 2041 Berkshire C Deerfield Beach, FL 33442-2085

**Title Treasurer** 

Maney, H Joseph 73 Farnham D Deerfield Beach, FL 33442-2085

## Annual Reports

Report Year Filed Date

2017 04/12/2017

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2018	02/13/2018	
2018	05/23/2018	

### **Document Images**

05/23/2018 AMENDED ANNUAL REPORT	View image in PDF format
02/13/2018 ANNUAL REPORT	View image in PDF format
04/12/2017 ANNUAL REPORT	View image in PDF format
04/25/2016 ANNUAL REPORT	View image in PDF format
01/27/2015 ANNUAL REPORT	View image in PDF format
04/22/2014 ANNUAL REPORT	View image in PDF format
12/20/2013 Reg. Agent Change	View image in PDF format
04/29/2013 ANNUAL REPORT	View image in PDF format
01/10/2012 ANNUAL REPORT	View image in PDF format
01/04/2011 ANNUAL REPORT	View image in PDF format
02/17/2010 ANNUAL REPORT	View image in PDF format
03/05/2009 ANNUAL REPORT	View image in PDF format
10/14/2008 ANNUAL REPORT	View image in PDF format
03/18/2008 ANNUAL REPORT	View image in PDF format
07/05/2007 ANNUAL REPORT	View image in PDF format
04/25/2007 ANNUAL REPORT	View image in PDF format
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02/27/1999 ANNUAL REPORT	View image in PDF format
01/30/1998 ANNUAL REPORT	View image in PDF format
02/06/1997 ANNUAL REPORT	View image in PDF format
02/07/1996 ANNUAL REPORT	View image in PDF format
03/06/1995 ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations



Department of State / Division of Corporations / Search Records / Detail By Document Number /

## **Detail by Entity Name**

Florida Limited Partnership CVRF DEERFIELD, LIMITE	Ð
Filing Information	
Document Number	A11802
FEI/EIN Number	59-2149598
Date Filed	12/30/1981
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/30/1983
Event Effective Date	NONE
Principal Address	
117 W. 72ND ST.	
SUITE 5W	
NEW YORK, NY 10023	
Changed: 09/24/2007	
Mailing Address	
117 W. 72ND ST.	
SUITE 5W	
NEW YORK, NY 10023	
Changed: 09/24/2007	
Registered Agent Name & A	<u>ddress</u>
ASSOCIATION LAW GROU	JP, P.L.
1200 BRICKELL AVE	
PH2000	
MIAMI, FL 33131	
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General Partner Detail	
Name & Address	
HOLROD REALTY HOLDIN	IG CO
117 WEST 72ND ST_STE	

117 WEST 72ND ST., STE. 5W

NEW YORK, NY 10023

## Detail by Entity Name

## Annual Reports

Report Year	Filed Date
2016	02/12/2016
2017	02/10/2017
2018	02/05/2018

### **Document Images**

02/05/2018 ANNUAL REPORT	View image in PDF format
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05/19/2015 Reg. Agent Change	View image in PDF format
01/22/2015 ANNUAL REPORT	View image in PDF format
<u>03/12/2014 ANNUAL REPORT</u>	View image in PDF format
01/15/2013 ANNUAL REPORT	View image in PDF format
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02/09/2011 ANNUAL REPORT	View image in PDF format
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05/02/2003 ANNUAL REPORT	View image in PDF format
04/30/2002 ANNUAL REPORT	View image in PDF format
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01/20/2000 ANNUAL REPORT	View image in PDF format
<u> 10/26/1998 ANNUAL REPORT</u>	View image in PDF format
<u>09/23/1997 ANNUAL REPORT</u>	View image in PDF format
<u>10/28/1996 ANNUAL REPORT</u>	View image in PDF format

Florida Department of State, Division of Corporations



Department of State / Division of Corporations / Search Records / Detail By Document Number /

## **Detail by Entity Name** Foreign Limited Liability Company BD AR FL I, LLC **Cross Reference Name** BD FLA I, LLC **Filing Information Document Number** M1600008923 **FEI/EIN Number** N/A **Date Filed** 11/04/2016 State DE Status ACTIVE **Principal Address** 1801 South Ocean Drive Κ Hallandale Beach, FL 33008 Changed: 04/30/2018 Mailing Address PO Box 1974 Κ Hallandale Beach, FL 33008 Changed: 04/30/2018 **Registered Agent Name & Address** AGENTS AND CORPORATIONS, INC. 300 FIFTH AVE S, SUITE 101-330 **NAPLES, FL 34102** Authorized Person(s) Detail Name & Address **Title MGMR** KATES, STEVEN 1801 South Ocean Drive Hallandale Beach, FL 33009

Annual Reports

Report Year Filed Date

Detail	hv	Entity	Name
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2017	04/30/20	017
2018	04/30/20	018
Document Im	<u>ages</u>	
<u>04/30/2018 AN</u>	NUAL REPORT	View image in PDF format
<u>04/30/2017 AN</u>	NUAL REPORT	View image in PDF format
<u>11/04/2016 For</u>	eign Limited	View image in PDF format

Florida Department of State, Division of Corporations

INSTR # 114254036 Page 1 of 1, Recorded 03/10/2017 at 11:17 AM Broward County Commission, Deputy Clerk ERECORD

## Filing # 53468456 E-Filed 03/08/2017 03:45:42 PM

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IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

## CASE #: CONO-17-001412

BD AR FL I, LLC, a Florida limited liability company,

Plaintiff,

vs.

ANNA M. DOWNEY, an individual; UNKNOWN TENANT #1; and UNKNOWN TENANT #2,

Defendants.

## NOTICE OF DROPPING PARTY DEFENDANTS

**COMES NOW** the Plaintiff BD AR FL I, LLC, by and through its undersigned counsel, and gives notice that UNKNOWN TENANT #1 and UNKNOWN TENANT #2 are voluntarily dropped as defendants to this action, pursuant to Fla. R. Civ. P. 1.250(b) and 1.420(a)(1), with prejudice.

s/ Mark S. Mucci

Mark S. Mucci, Esq. Florida Bar No.: 798622 <u>MSM@BMWlawyers.net</u> Brian M. Abelow, Esq. Florida Bar No.: 0068094 <u>Brian@BMWlawyers.net</u> **BENSON, MUCCI & WEISS, P.L.** 5561 North University Drive, Suite 102 Coral Springs FL 33067 954-323-1023

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SETURN TO: Superior Title & Guaraniy Com-

V W

File No. 97-515/FELICCIARDI

97-406216 T#001 08-05-97 10:45AM

PREPARED BY AND RETURN TO:

Marcy Park SUPERIOR TITLE & GUARANTY CORP. 1000 S. Federal Highway, Suite 200 Deerfield Beach, FL 33441

#### AFFIDAVIT OF SUCCESSOR TRUSTEE

State of Florida county of Brnward

RE: Condominium Parcel 91 , VENTNOR E CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book 7561 , Page 107 , of the Public Records of Broward County, Florida, as amended.

BEFORE ME, the undersigned authority duly authorized to take acknowledgement in the State and County aforesaid, personally appeared DONALD F. PLOUF , who being duly sworn, deposes and says:

1. Affiant is the Successor Trustee of <u>CLARICE M. PLOUF TRUST DATED</u> JULY 19, 1995

2. Affiant certifies that Notice of Trust has been filed pursuant to FS 737.308.

3. Affiant certifies that more than ninety (90) days have elapsed since said filing.

4. Affiant certifies that no claims have been filed by any creditor during said ninety (90) day period.

FURTHER AFFIANT SAYETH NAUGHT.

RUSTEE

Sworn to and subscribed before me this  $\frac{5}{12}$  day of  $\frac{1297}{1297}$  by the above-named Affiant who produced. If find figure 3 identification and who did take an oath.

Notary Public

CORDED IN THE OFFICIAL RECORDS DOOK DE BREWARD BOOMY, FLORIDA CDURTY ADMINISTRATOR

My commission expires: -

(SEAL).

е. . . . Print/type Notary name



C JUDY PANK My Commission (CC42805) Expires Fiels 07, 1998 Bonded by ANE 800-852-5978 BK 2680 7PG 0575



97-406219 T#004 08-05-97 10:45AM

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1-515/Felicial.

#### CERTIFICATE OF APPROVAL OF

VENTNOR E

CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY that GEORGE & ADRIENNE FELICCIARDI

has been approved by VENTNOR E CONDOMINIUM ASSOCIATION, INC. as the X \_\_purchaser or \_\_\_\_\_\_ transferee (check the appropriate space) of the following described real property in Broward County, Florida. Condominium Parcel No. 91, a Cond

Condominium Parcel No. 91, a Condominium according to the Declaration thereof, recorded in Official Record Book 7561 at Page 107 through 212 inclusive.

Such approval has been given pursuant to the provisions of the aforesaid Declaration of Condominium and constitutes a waiver of the Association's right of first refusal as specified in the Declaration and is conditioned upon the Deed of Conveyance containing in unqualified language, the following:

- "SUBJECT TO: The Long-Term Lease recorded in Official Records Book 7561\_ at page 143, Public Records of 1. Broward County, Florida, which Long-Term Lease Grantees (Transferees) herein assume (if applicable), and Amendments thereto, if any." 2.
- "SUBJECT TO: The Management Agreement to which the Grantees (Transferees) agree to be bound.
- "SUBJECT TO: The Master Management Agreement recorded in Official Records Book \_7561 at Page 205\_, Public 3 Records of Broward County, Florida, to which the Grantees (Transferees) herein agree to be bound."
- 4. "SUBJECT TO: The Declaration of Condominium heretofore described and all the terms and conditions thereof to which the Grantees (transferces) agree to be bound and Amendments thereto, if any,"
- "SUBJECT TO. The Membership of Grantor in the Cenclub Homeowners Association, Inc., The obligation of which the 5. Grantees (Transferees hereby agree to assume and be bound hereby (if applicable)."

In the event that the deed or instrument of conveyance or transfer does not contain the foregoing "SUBJECT TO" clauses, then this "CERTIFICATE OF APPROVAL" shall be deemed a part thereof, and the grantee or transferee agrees to, and shall be, hound thereby.

A photo copy of the recorded Deed shall be furnished to the Condominium Association, and all other parties entitled thereto, within thirty (30) days from the date of closing.

In the event a previously unapproved party is assuming possession of the premises, by virtue of the terms of the Deed of Conveyance, or Trust Indenture, then this Certificate of Approval shall be deemed, pursuant to said party's application therefor, including the Interrogatories and interview by the Association's Board of Directors, binding as if it had been recorded with an instrument of conveyance.

Signed, Scaled and Delivered. IN THE PRESENCE OF KATIE GOODMAN

VENTNOR E CONDOMINIUM ASSOCIATION, INC. PRESIDENT ATTEST SECRETARY (SEAL)

COUNTY OF BROWARD) ss: BEFORE ME, the undersigned authority, personally appeared Sidney Rec personally well known to me, and known to me to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of <u>VENTNOR E</u> Condominium Association, Inc., and they, and e

Condominium Association, Inc., and they, and each of them, duly acknowledged before me that they executed such instrument as such officers of said Association, and that the said instrument is the free act and deed of said Association and was executed for the purposes therein expressed.

WITNESS my hand and official gal in the State and County aforesaid this day of . 199 🖊 KATIE GOODMAN

CENTURY MAINT. & MGMT. 410 S. POWERLINE RD. DEERFIELD BCH., FL 33442

STATE OF FLORIDA)

KATIE GOODMAN MY COMMISSION # CC 403373 EXPIRES: September 19, 1998 **Fonderi Thru Notary Public Underwitte** 

ECORDED IN THE OFFICIAL RECORDS BOOK DE BROWARD GOULTY FLORIDA COUNTY ADMINISTRATOR

RY PUBLIC STATE OF FLORIDA AT LARGE

and T

(SEAL)

erican Title Exchange, LLC N.W. 57 <sup>b</sup> Street auderdale, FL 33321  Ank of Americe  Ank of Ameri		
INK OF AMERICA, N.A. (THE "BANK")  Merigage is Instrument prepared by and when recorded mail to:  MARIETTE THOMAS BANK OF AMERICA/CONSUMER LOAN PROCESSING FL6-552-01-03 BO1 E HALLANDALE BEACH BLVD HALLANDALE, FL 33009  Is Merigage is made this 29 day of JUNE 2001 , between ANNA M DOWNEY. AN UNMARRIED PERSON  rec nddrom is 231 NEWPORT 0  DEEL Market State St	INSTR # 101159813 OR BK 31818 PG 196 RECORDED 07/09/2001 12:39 PM COMMISSION BROWARD COUNTY DOC STHP-M 60.20 INT TAX 34.36 DEPUTY CLERK 1025	52
Mortgege is Instrument prepared by and when recorded mail to: MARIETTE THOMAS BANK OF AMERICA/CONSUMER LOAN PROCESSING FL6-552-01-03 BOT E HALLANDALE BEACH BLVD HALLANDALE, FL 33009  Is Mortgege is made this 29 day of JUNE 2001, between ANNA M DOWNEY. AN UNMARRIED PERSON  Is Mortgege is made this 29 day of JUNE 2001, between ANNA M DOWNEY. AN UNMARRIED PERSON  Is Mortgege is made this 29. day of JUNE 2001, between ANNA M DOWNEY. AN UNMARRIED PERSON  Is Mortgege is more than one, "Greator"), and BANK OF AMERICA.NA. Where address is CREENSBOF  Whereasofts: That Whereas, ANNA M DOWNEY  Indly and severally if more than one, "Berrower") is justly indebted to the Bank according to the terms of a certain p UNE 29 2001, in the amount of SEVENTEEN THOUSAND ONE HUNDRED SEV Dollars (\$		
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MARIETTE THOMAS BANK OF AMERICA/CONSUMER LOAN PROCESSING FL6-552-01-03 901 E HALLANDALE BEACH BLVD HALLANDALE, FL 33009 is Meetgagge is made this 29 day of JUNE 2001, between ANNA M DOWNEY, AN UNMARRIED PERSON me address is 231 NEWPORT O DEED intly and severally if more than one, "Grantor"), and BANK OF AMERICA.NA. whose address is P.O. BOX 26041 GREENSBOF intly and severally if more than one, "Grantor"), in USA (1990) intly and severally if more than one, "Grantor"), in USA (1990) intly and severally if more than one, "Grantor"), in USA (1990) intly and severally if more than one, "Grantor"), in USA (1990) intly and severally if more than one, "Borrower") is justly indebted to the Bank according to the terms of a certain p JUNE 29 2001, in the amount of SEVENTEEN THOUSAND ONE HUNDRED SEV molidated (the "Note"); and herease, this Mortgage is given to secure to the Bank (a) the repayment of the debt evidenced by the Note, and all solidated (the "Note"); and herease, this Mortgage is given to secure to the Bank (a) the repayment of the debt evidenced by the Note, and all solidated (the "Note"); and herease, this Mortgage is given to secure to the Bank (a) the repayment of the debt evidenced by the Note, and all solidated (the "Note"); and herease, this Mortgage. The total indebtedness secured by this Mortgage, collectively referred to herein as the "Becur se, but the maximum principal indebtedness secured by this Mortgage, collectively referred to herein as the "Becur set, but the maximum principal indebtedness secured by this Mortgage, also secures all future amounts. Breeiffelly, without limitation, this Mortgage and any other payment of lates, levies or insurance on the property described herein and for party and interest on such amounts. Breeiffelly, without limitation, this Mortgage aloo secures all future amounts set of the maximum principal indebtedness outstanding under the Note at any one time shall not exceed 8 and y this Mortgage. The total indebtedness outstanding under the Note		
Is Mortgage is made this 29 day of JUNE 2001, between ANNA M DOWNEY. AN UNMARRIED PERSON  Determined a severally if more than one, "Grantor", and BANK OF AMERICA. N.A. whose address is P.O. BOX 26041 GREENSBOF  Instruments, That Whoreas, ANNA M DOWNEY  Dollars (\$		
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More address is	· · · · · · · · · · · · · · · · · · ·	
P.O. BOX 26041 GREENSBOO Intersective That Whereas,	RFIELD BEACH FL 3	3442-000
Interests: That Whereas,	RO, NC 27420-0000	(the "Bank").
Isolidations of the Note; (b) the payment of all other sums, with interest, advanced under the terms of this More coments under this Mortgage and any other agreements executed by Grantor at the Bank's request pertaining to coments "); and (d) all future amounts, including future advances, the Bank in its discretion may loan to Borrower. Sured by this Mortgage. The total indebtedness secured by this Mortgage, collectively referred to herein as the "Becure, but the maximum principal indebtedness cutstanding under the Note at any one time shall not exceed \$	promissory note given by Borrower to the /ENTY SEVEN DOLLARS AND 5 13 2026 unless renowed, modifi	6 CENTS
CONDOMINIUM PARCEL 91, VENTNOR E CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECOR BOOK 7561, PAGE 107, OF THE PUBLIC RECORDS OF BROWARD COUNTY,	rtgage; (c) the performance of Grantor's o the debt evidenced by the Note (toget uch future advances, together with inter ed Indebtedness", may decrease or increa <u>17.177.56</u> , plus interest, p r maintenance, repair, protection and pre the Bank in its discretion may loan to B	covenants an her, the "Loa est thereon, ar we from time t olus amounts servation of th lorrower withi
DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECOR BOOK 7561, PAGE 107, OF THE PUBLIC RECORDS OF BROWARD COUNTY,	e Bank all of Grantor's right, title and	interest in th
FLORIDA, AS AMENDED.		
	DS	
ich has the address of 91 VENTNOR E DEERFIELD BEACH FL 33442-0000	DS	Ð

Page 1 of 6

A.M.D.

Tegether with all buildings, structures and other improvements now or hereafter located on the property described, or any part and parcel thereof; all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; all and singular the tenements, hereditaments, easements and appurtenances belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to the same and of, in and to every part and parcel thereof; all machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to said property, now or hereafter located in, upon or under said property or any part thereof; any and all awards or payments, including interest thereon, and the relevance the eatme, as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to, taking of, or decease in the value of, said property, to the extent of all amounts that may be secured by this Mortgage at the date of receipt of any such award or payment by the Bank and of the reusonable attorney's fees, costs and disbursements incurred hy the Bank in connection with the collection of such award or payment. All of such property hereby mortgaged is collectively referred to heroin as the "Property".

### This Mortgage is given and accepted on the following terms:

Representations and Warranties. Grantor warrants that Grantor has good title to the Property, and is lawfully seized and possessed of the Property and every part thereof, and has the right to mortgage same, that the Property is unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Property unto the Bank against the claims of all persons whomsoever.

**Covenants.** Grantor further covenants and agrees as follows:

1. Compliance with Lean Documents. Granter shall promptly pay and perform and comply with all obligations, covenants, agreements and conditions imposed upon Granter by the Lean Documents.

2. Charges: Lions. Grantor shall pay when due all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and leasehold payments or ground rents, if any. If Grantor makes these payments directly, upon the Bank's request, Grantor shall promptly furnish to the Bank receipts evidencing the payments.

3. Funds for Texes and insurance. Upon request by the Bank, Grantor shall pay to the Bank on the days payments are due under the Note, until the Note is paid in full, a sum ("Funde") for: (a) yearly taxes and assessments that may attain priority over this Mortgage as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items". The Bank may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Grantor's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2801 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, the Bank may, at any time, collect and hold Funds in an amount not to exceed the losser amount. The Bank may 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. In no event shall the Bank be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. If requested by the Bank, Grantor shall furnish to the Bank, at least thirty (30) calendar days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and the Bank shall pay said charges to the amount of the then unused credit therefor as and when they become severely due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. The Bank may, at its option, pay any of these charges when payable, either before or after they become pust due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be immediately due and payable to the Bank and shall become part of the Secured Indebtedness and bear interest at the rate of interest stated in the Note from date of advancement. The Bank may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer the Property shall, without assignment thereof, inure to the benefit of the successor owner of the Property and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it.

4. No Other Liens. Grantor will not, without the prior written consent of the Bank, except as otherwise specified by applicable law, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual, encumbrance, security interest or conditional sale against or covering the Property, or any part thereof, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage. Should any of the foregoing become attached hereafter or in any manner to any part of the Property without the prior written consent of the Bank, Grantor will cause the same to be promptly discharged and released.

5. Insurance. Grantor shall keep the improvements, if any, 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 floods or flooding, for which the Bank requires in an amount equal to the losser of (a) the current outstanding balance on the Note; (b) 100% of the maximum insurable value of the Property; or (c) for flood insurance only, 100% of the maximum amount of insurance required under any federal, state or local flood insurance program (if the Note secured is a TaxSmart loan, then parts (a) or (b) above are not required. If requested by the Bank, Grantor shall also obtain liability insurance naming the Bank as an additional insured party in an amount as may be required by the Bank. Each insurance carrier providing any such insurance shall be chosen by Grantor subject to the Bank's approval which shall not be unreasonably withheld. If Grantor fails to obtain any insurance required hy this Section 5 or if Grantor fails to pay the insurance premiums for any period of thirty (30) consecutive calendar days during the term of this Mortgage (forty-five (45) calendar days for flood insurance), the Bank near does so, Grantor shall pay the charge for the insurance and grant or agrees to pay to the Bank interest on such amount and the insurance and pay the premiums. If the Bank does so, Grantor shall become additional debt of Borrower secured by this Mortgage. Grantor agrees that the amount and type of insurance purchased by the Bank is within the Bank's sole discretion.

All insurance policies and renewals shall be in form and content satisfactory to the Bank and all such policies covering loss or damage to the Property shall include a standard non contributory mortgagee clause in favor of the Bank. The Bank shall have the right to hold the policies and renewals. Grantor shall promptly give to the Bank all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if not made promptly by Grantor, but shall have no duty to do so nor uny duty to see that any insurance is in force or is adequate.

If in the sole discretion of the Bank the restoration ur repair is economically feasible and the Bank's security is not lessened, the insurance proceeds shall be applied to restoration or repair of the Property damaged. If in the sole discretion of the Bank the restoration or repair is not economically feasible or the Bank's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, in such manner and order as the Bank, in its sole discretion, may elect, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (30) calendar days a notice from the Bank that the insurance carrier has offered to settle a claim, then the Bank may collect the insurance proceeds. The Bank may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, in such manner and order as the Bank may sums secured by this Mortgage, in such manner and order as the Bank may collect the insurance proceeds. The Bank may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, in such manner and order as the Bank, in its sole discretion, may elect, whether or not then due. The thirty (30) calendar day period will begin when the notice is given.

Unless the Bank and Grantor otherwise agree in writing, any application of insurance proceeds to principal shall be to the scheduled payments in inverse order of their scheduled due dates and shall not extend or postpone the due date of the scheduled payments or change the amount of the payments to the extent not lessened or discharged by such application. If the Property is acquired by the Bank, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Bank to the extent of the sums secured by this Mortgage.

AMD

6. Maintenance and Protection of Property; inspection. Grantor shall maintain the Property in good condition and repair, shall not commit or suffer any waste to the Property, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Property or any put thereof. Grantor shall promptly repair, restore, replace or rebuild any part of the Property, now or hereafter encumbered by this Mortgage, which may be affected by any activity of the character referred to in Section 8. No part of the Property, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, or other property, now or hereafter conveyed as security hy or pursuant to this Mortgage, shall be removed, demolished or materially altered without the prior written consent of the Bank. Grantor shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the proves of construction on the Property. Grantor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any pert thereof. The Bank and any person authorized by the Bank shall have the right to enter and inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

7. Protection of Bank of America's Rights in the Property. If Grantor fails to perform the covenants and agreements contained in this Mortgage, or if there is a legal proceeding that may significantly affect the Bank's rights in the Property (such as a proceeding in bankruptcy, probate, for condomnation or forfeiture or to enforce laws or regulations), then the Bank may do and pay for whatever is necessary to protect the value of the Property and the Bank's rights in the Property. The Bank's actions may include paying any sums secured hy a lien that has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although the Bank may take actions under this Section 7, the Bank does not have to do so. No such action will waive any default. In the event the Bank makes any payments which the Bank doesnot be property and the Bank's rights in the Property, the Bank, upon making such payment, shall be subrogated to all of the rights of the person or entity receiving such payment. Any amounts disbursed by the Bank pursuant to this Mortgage shall become part of the Secured Indebtedness secured in the Note and shall be available upon demand from the Bank to Grantor or Borrower.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking, of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to and shall be peid to the Bank to be applied to the Secured Indebtedness, with any amounts in excess of the Secured Indebtedness being paid to Grantor.

If the Property is abandoned by Grantor, or if, after notice by the Bank to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to the Bank within thirty (30) calendar days after the date the notice is given, the Bank is authorized to collect and apply the proceeds, at its option, either to restoration or requir of the Property or to the sums secured by this Mortgage, whether or not then due. Unless the Bank and Grantor otherwise agree in writing, any application of proceeds to principal shall be to the scheduled payments in inverse order of their scheduled due dates and shall not extend or postpone the due date of the payments referred to in the Note or this Mortgage or change the amount of such payments to the extent not discharged by such application.

9. Hazardous Substances. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Granter shall promptly give the Bank written notice of 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, as soon as Grantor first has actual knowledge. If Granter learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Granter shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 9, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this Section 9, "Environmental Law" means federal laws and laws of the jurisdictions where the Property is located that relate to health, safety, or environmental protection.

Granter shall indemnify and hold harmless the Bank from and against, and reimburse the Bank on demand for, any and all claims, demands, liabilities, losses, damages, causes of action, costs and exponses (including without limitation reasonable fees and expenses of attorneys and other professional consultants and experts) of every kind which may be imposed upon, asserted against or incurred or paid by the Bank as a result of the presence of any Hazardous Substance on, in, under, above or about the Property, or the migration or release or threatened migration or release of any Hazardous Substance on, to, from or through the Property, at any time during or before Grantor's ownership of the Property, or any set, omission or event existing or occurring in connection with the handling, storage, removal or disposal of any such Hazardous Substance or any violation of any Environmental Law or the filing or imposition of any environmental lien or claim against the Property as a result of any such presence, migration, release, threatoned migration or release, act, omission or event.

10. Events of Default. The occurrence of any one of the following shall be a default under this Mortgage and under the other Loan Documents ("Default"):

a. Failure to Pay any Secured Indebtedness. Any of the Secured Indebtedness is not paid when due, regardless of how such amount may have become due.

b. Non Performance of Covenants. Any covenant, agreement or condition herein, in the Note or in any other Loan Document, other than a covenant, agreement or condition which is addressed as a Default elsewhere in this Section 10, is not fully and timely performed, observed or kept.

c. Breach of Warranty. Any statement, representation or warranty in any Loan Document or in any financial statement delivered to the Bank in connection with the Secured Indebtedness is false, misleading or erroneous in any material respect.

d. Bankruptcy or Insolvency. Any bankruptcy or insolvency proceeding is instituted by or against Borrower, Grantor or any person liable, directly or indirectly, for any of the Recured Indehtedness, or if any tax lien, levy or garnishment is levied against any such party.

c. Default Under Other Lien. A default or event of default occurs under any lien, security interest or assignment covering the Property or any part thereof (whether or not the Bank has consented, and without heroby implying the Bank's consent, to any such lien, security interest or assignment created hereunder), or the holder of any such lien, security interest or assignment declares a default or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

f. Liquidation, Etc. The liquidation, termination, dissolution, merger, consolidation or failure to maintain good standing in each state that business is conducted (or in the case of an individual, the death or legal incapacity) of Borrower, Grantor or any person liable, directly or indirectly, for any of the Secured Indebtedness.

g. **Enforceability:** Priority. Any Loan Document shall for any reason without the Bank's specific written consent cease to be in full force and effect, or shall be declared null and void or unenforceable in whole or in pert, or the validity or enforceability thereof in whole or in part shall be challenged or denied by any party thereto other than the Bank, or the lice, mortgage or security interests of the Bank in any of the Property become unenforceable in whole or in part, or cease to be of the priority herein required, or the validity or enforceability thereof, in whole or in part, shall be challenged or denied by Grantor or any person liable, directly or indirectly, for any of the Secured Indektedness.

h. Other Default. A default or event of default occurs under any other Loan Document, or under any other Section of this Mortgage which specifies such condition or event as a Default.



11. Rights and Remedies on Default. Upon the occurrence of any Default and at any time thereafter, the Bank, at its option, may exercise any one or more of the following rights and remedies, singularly or collectively, in addition to any other rights or remedies provided by law:

a. Accelerate Secured Indebtedness. The Bank shall have the right at its option without notice to Grantor to declare the entire Secured Indebtedness immediately due and payable.

b. UCC Remedies. With respect to all or any part of any personal property, the Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

c. Judicial Foreclesure. The Bank may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

d. Deficiency Judgment. If permitted by applicable law, the Bank may obtain a judgment for any deficiency remaining on the Secured Indebtedness after application of all amounts received from the exercise of the rights provided in this Section 11.

e. Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or the Bank otherwise becomes entitled to possession of the Property upon Default, Grantor shall become a tenant at sufferance of the Bank or the purchaser of the Property and shall, at the Bank's option, either (i) pay a reasonable rental for the use of the Property, or (ii) vacate the Property immediately upon the demand of the Bank.

f. Enter and Use the Property. The Bank may enter upon and take possession of the Property without the appointment of a receiver, or an application therefor, employ a managing agent of the Property and let the same, either in its own name or in the name of Grantor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness. Grantor transfers and assigns to the Bank Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Property.

g. Sale of Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshaled. In oxercising its rights and remedies, the Bank shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. The Bank shall be entitled to bid at any public sate on all or any portion of the Property. In case of any sele undor this Mortgage by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Property or any part thereof may be sold in one parcol and as entirety, or in such parcols, manner or order as the Bank in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Secured Indebtedness paid in full.

h. Notice of State. The Bank shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of any personal property is to be made. Reasonable notice shall mean notice given at least ten (10) calendar days before the time of the sale or disposition.

i. Weiver, Election of Remodies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by the Bank to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect the Bank's right to declare a Default and exercise its remedies under this Mortgage.

j. Attorneys' Foes; Expenses. Whether or not any court action is involved, all reasonable expenses incurred by the Bank that in the Bank's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Note payable on demand and shall bear interest from the date of expenditure until repaid at the interest rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, the Bank's reasonable attorneys' fees and the Bank's legal expenses whether or not there is a lawsuit, including reasonable uttorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

k. Receiver. The Bank, in any action to foreclosure this Mortgage, or upon any Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits, or of the Property, or both, without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the Secured Indebtedness, or the solvency of any person or corporation liable for the payment of such amounts.

1. Pay Expenses. Pay any sums in any form or manner deemed expedient by the Bank to protect the security of this Mortgage or to cure Default other than payment of interest or principal on the Secured Indebtedness; make any payment hereby authorized to be made according to any bill, statement or estimate furnished or procured from the appropriate public officer of the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of the Bank shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the rate of interest stated in the Note, subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by the Bank under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this Mortgage.

m. Other Remedies. The Bank shall have all other rights and remedies provided in this Mortgage, the Note, or as available at law or in equity.

12. Grantor Not Released, Ferbourance by Bank of America Not a Waiver. Renewal, modification or extension of the time for payment, modification of amortization of the Secured Indebtedness, transfer of the Property, or any forboarance granted by the Bank shall not operate to release the liability of the original Grantor or Grantor's successors in interest or any other person. The Bank shall not be required to commence proceedings against any successor in interest or any other person, or refuse to successors in interest or any other person. The Bank shall not be secured Indebtedness by reason of that or any demand made by the original Grantor or Grantor's successors in interest or any other person. Any forbearance by the Bank in exercising any right or remedy shall not be a waiver of or preclude the exercise of that or any other right or remedy.

Neither failure by the Bank to exercise nor delay by the Bank in exercising or discontinuance of the exercise of any power, right or remedy upon or after any Default shall be construed as a waiver of such Default, or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any such right, power or remedy shall preclude, waive or otherwise affect any other or further exercise thereof, or the exercise of any other right, power or remedy. Any waiver, permit, consent or approval of any kind by the Bank, whether of any breach of or Default under this Mortgage, the Note or any other Loan Document or otherwise must be in writing and shall be effective only to the extent set forth in such writing.

The Bank shall have the right from time to time to sue for any sums, whether interest, principal or any installment or either or both, taxes, penaltics, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of the Bank thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

13. Successors and Assigns Bound; Joint and Several Lightlity. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the Bank and the heirs, representatives, successors, and assigns of Grantor, subject to the provisions of Section 15. Grantor's covenants and agreements shall be joint and sectors.

14. Netices. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persona who shall at the time hold the record title to the Property, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such persons, or their heirs or successors, at his, their or its address last know to Grantee or (h) addressed to the street address of the Property.

15. Transfer of the Property or a Bonoficial Interest in Granter. If all or any part of the Property or any interest in it is sold, transferred, conveyed, quit-claim deceded, voluntarily or involuntarily, by operation of law, death, or otherwise (or if a beneficial interest in Grantor is sold or transferred, voluntarily or involuntarily, by operation of law, death, or otherwise (or if a beneficial interest in Grantor is sold or transferred, voluntarily or involuntarily, by operation of law, death, or otherwise (or if a beneficial interest in Grantor is sold or transferred, voluntarily or involuntarily, by operation of law, death, or otherwise (or if a beneficial interest in Grantor is sold or transferred, voluntarily or involuntarily, by operation of law or otherwise, if Grantor is not a natural person) without the Bank's prior writton consent, the Bank may, at its option, require payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by the Bank if exercise is prohibited by federal or state law as of the date of this Mortgage, the Bank may, in its sole discretion, in any one or more instances waive its option to require payment in full under this Section 16, but it shall have no obligation to do so, and any waiver may be conditioned upon such one or more of the following (if any) which the Bank may require: (i) the transferee's integrity, reputation, character, creditworthiness and management ability being satisfactory to the Bank in its sole judgment; (ii) Grantor and transferee executing, prior to such sale or transfer stated in the Note; (v) a transfer fee; and (vi) any modification of the terms of the Note and/or the other Loan Documents which the Bank may require.

If the Bank requires payment in full pursuant to this Section 15, the Bank shall give notice of acceleration. The notice shall provide a period of not less than ten (10) calendar days from the date the notice is delivered or mailed within which all sums secured by this Mortgage must be paid. If these sums are not paid prior to the expiration of this period, the Bank may invoke foreclosure and any other remedies by this Mortgage and/or any other Loan Document without further notice or demand on any person, except as otherwise may be required by applicable law.

16. Release. Upon payment of all sums secured by this Mortgage, the Bank shall release this Mortgage without charge to Grantor except for any recordation costs.

17. Subregation. Any of the proceeds of the Note used to pay any dobt secured by any outstanding lien or encumbrance against all or any part of the Property have been advanced by the Bank at Grantor's request and upon Grantor's representation that such amounts are due and are secured by valid liens against the Property. The Bank shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any such outstanding liens and debts, regardless of whether said liens or debts are acquired by the Bank by assignment or are released by the owner or holder thereof upon payment, and all of the same are recegnized as valid and subsisting and are renowed and continued and merged herein to secure the Becured Indebtedness, but this Mortgage shall govern and control the enforcement of the liens to which the Bank is subrogated hereunder.

18. Fees and Expenses. To the extent not prohibited by applicable law, Grantor will pay, and will reimburse to the Bank on demand to the extent paid by the Bank: (a) all appraisal fees, filing and recording fees, taxes, abstract fees, title search or examination fees, title policy and endorsement premiums and fees, Uniform Commercial Code search fees, escrow fees, reasonable attorneys' fees, environmental inspection fees, survey fees and all other out of pocket costs and expenses of any kind incurred by Grantor and/or the Bank in connection with the preparation of the Loan Documents; and (h) all costs and expenses, including reasonable attorneys' fees and supplements for the Loan Bocuments of any obligation of Grantor, under this or under any other Loan Document.

The Bank may, at its option at any time Grantor is in default under the terms of the Note or the other Loan Documents, obtain an appraisal satisfactory to the Bank of the Property or any part thereof by a third party appraiser engaged by the Bank and annual financial stataments of Grantor (including disclosure of all contingent liabilities). Grantor berehy agrees to provide to the Bank such financial statements in form and contont satisfactory to the Bank within ten (10) calendar days of each such request therefor by the Bank, as well as such other financial statements, if any, as and when required by any other Loan Document. To the extent not prohibited by applicable law, the cost of each appraisal shall be a part of the Secured Indebtedness and shall be paid by Grantor to the Bank on demand.

**19. Effective as Financing Statement.** This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property, and is to be filed for record in the real estate records of each county where the Property (including said fixtures) is situated. This Mortgage shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section 19.

20. Weivers. Grantor hereby expressly waives presentment, demand, protest, notice of protest, notice of intention to accelerate, notice of acceleration, and any other notice or declaration of any kind, except as may be required by the Loan Documents or applicable law. To the extent allowable by applicable law, Grantor, for Grantor and Grantor's family, hereby waives and renounces all homestead and exemption rights, if any, provided for by the Constitution and Laws of the United States or the State of Florida, in and to the Property as against the collection of the Secured Indebtedness, or any part thereof; and Grantor agrees that where, by the terms of this Mortgage or the Note, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole agreement.

21. Governing Law: Soverability. This Mortgage shall be governed by Florida law and applicable federal law. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceablity or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

23. Special Provisions [If hlank, there are no special provisions].

22. Interpretation. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The Bank has no fiduciary, partnership or other special relationship with Grantor under the Loan Documents or with respect to their subject matter, nor any implied covenants or duties, and any contrary inferences are hereby negated.

24. Special Notice to Granter. Any Granter who signs this Mortgage but does not execute the Note: (a) is signing this Mortgage only to grant, bargain, sell and convey that Granter's interest in the Property under the terms of this Mortgage; (b) is not by signing this Mortgage becoming personally obligated to pay the Note; and (c) agrees that the Bank and any other Granter may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note or any other Lean Document without that Granter's consent. The foregoing does not limit the liability of Granter under any guaranty agreement or other agreement by such Granter wherehy such Granter becomes liable for the Secured Indebtedness in whole or in part.

Waiver of right to trial by jury. Granter hereby waives the right to trial by jury in any action brought on this Mortgage or the Note or any other matter arising in connection with this Mortgage or the Note.

Any litigation arising out of or rolating to this Mortgago or the Note shall be supposed and conducted in the courts of the State of Florida for the countles or the Federal Courts for the districts where BANK OF AMERICA, N.A. maintains offices and conducts hanking business.

## In Witness Whereof, this Mortgage has been duly executed by Grantor the day and year first above written.

Witness (as to all signers):

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Witness Sig nati re 66 25 Type or Print Name Tγ int Name **Granter Signature** Ør ANNA M DOWNEY Type or Print Name Type or Print Name 231 NEWPORT O Post Office Address Post Office Address FL 33442-0000 DEERFIELD BEACH Granter Signature **Granter Signature** Type or Print Name Type or Print Name Post Office Address Post Office Address

## Individual Adknowledgment

State of FLORIDA )	
County of Broward	
For foregoing instrument was acknowledged before me this	29th day of June 2001 by Anna M. Downey who is personally known to me or who has produced
DENISE M. WOOD MY COMMISSION # CC 992581 EXPIRES: February 5, 2005 Bonded Thru Budget Notary Services Notary Seal	Signature of Person Taking Adknowledgement Denise M-Wood Name of Acknowledger Typed, Printed or Stamped MDHAM Title or Rank Serial Number, if any
Corporato Adenowiodgmont	
State of FLORIDA )	
County of)	•
For foregoing instrument was acknowledged before me this	day of hy corporation, on behalf of the corporation. He/she is personally
known to me or who has produced	
	Signature of Person Taking Acknowledgement
Notary Seal	Name of Acknowledger Typed, Printed or Stamped
	Title or Rank

Berial Number, if any

AMD

CFN # 105228081, OR BK 40177 Page 1933, Page 1 of 8, Recorded 07/29/2005 at 08:37 AM, Broward County Commission, Doc M: \$182.00 Int. Tax \$104.00 Deputy Clerk 2165

DOWNEY. ANNA M

Record and Return To: Integrated Loan Services 600-A N John Rodes Blvd. Melbourne, FL 32934 SunTrust Bank TN-Nash-7709 P.O. Box 305053 Nashville, TN 37230-5053

This Mortgage prepared by:

355.50

Name: CHRISTINE STINSON 20051171219030 ILS, FL-Orlando-9135 Company: SunTrust Bank Address: 7455 Chancellor Drive, Orlando, FL 32809

**SUNTRUST** 



## 

\*60708971300003599DOT\*

### MORTGAGE

## FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$52,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated June 13, 2005, is made and executed between ANNA M DOWNEY, A SINGLE PERSON whose address is 91 VENTNOR E, DEERFIELD BEACH, FL 33442 (referred to below as "Grantor") and SunTrust Bank, whose address is 7455 Chancellor Drive, Orlando, FL 32809 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the consideration, granter mortgages to Lenger all or Granter s right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in BROWARD County, State of Florida:

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 91 VENTNOR E, DEERFIELD BEACH, FL 334422412.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$52,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any

## MORTGAGE (Continued)

#### Page 2

Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility on liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's duest of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the Mortgage and shall not be affected by Lender is acquisition of the Mortgage or as a consequence of the may directly or indirectly sustain or suffer resulting f

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material. Grantor shall further not install or permit the installation of any machinery, equipment or fixtures containing polychlorinated biphemyls (PCBs) on or in the Property. With respect to any such material or materials currently present in or on the Property, Grantor shall promptly comply with all applicable Environmental Laws regarding the safe removal thereof, at Grantor's expense.

Grantor shall indemnify Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law. No notice from any governmental body has ever been served upon Grantor or, to Grantor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any Environmental Law or concerning the environmental state, condition or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, cleanup, alterations, demolition, renovation or installation on, or in connection with, the Property in order to comply with any Environmental Law; and upon receipt of any such notice, Grantor shall take any and all steps, and shall perform any and all actions necessary or appropriate to comply with the same, at Grantor's expense. In the event Grantor fails to do so, Lender may declare this Mortgage to be in default.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after the lien or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional

#### MORTGAGE (Continued)

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obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. The following provisions relating to insuring the Property are a part of this Mortgage: Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear. Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender for any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation. to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Notice of Proceedings. Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any Notice of Proceedings. Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

Lender's Participation. Lender's Participation. Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantor agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate and to reimburse Lender for Lender's costs associated with Lender's participation, including Lender's reasonable attorneys' fees.

**Conduct of Proceedings.** If Grantor fails to defend any such condemnation or expropriation proceedings to Lender's satisfaction, Lender may undertake the defense of such a proceeding for and on behalf of Grantor. To this end, Grantor irrevocably appoints Lender as Grantor's agent and attorney-in-fact, such agency being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims; it being understood, however, that, unless one or more Events of Default (other than the condemnation or expropriation of the Property) then exists under this Mortgage, Lender will not agree to any final settlement or compromise of any such condemnation or expropriation claim without Grantor's prior approval, which approval shall not be upreasonably withbeld

### MORTGAGE (Continued)

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Application of Net Proceeds. Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property ("condemnation proceeds"). In the event that Grantor should receive any such condemnation proceeds, Grantor agrees to immediately turn over and to pay such proceeds to Lender. All condemnation proceeds, which are received by, or which are payable to either Grantor or Lender, shall be applied, at Lender's sole option and discretion, and in such manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and/or Lender), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the then outstanding balance of the Indebtedness, together with interest thereon, with such payments being applied in the manner provided in this Mortgage. Lender's receipt of such condemnation proceeds and the application of such

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall net remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT**. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness

#### MORTGAGE (Continued)

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due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sume provided by law. other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

LOSS OF PRIORITY AS TO FUTURE ADVANCES. If you request a modification of the Security Instrument or if a judgment lien or other lien is placed against the Property with the result in either case that our security interest in the Property loses priority as to future advances over subsequently recorded deeds of trust, or other liens, we shall have the right to suspend additional extensions of credit or reduce your credit limit as well as the right to exercise our other rights under this agreement.

MATURITY DATE. The maturity date of the obligations secured by this Security Instrument is 20 years from the date of this Security Instrument, as first stated above,

Instrument, as first stated above. **ARBITRATION CLAUSE.** Upon the demand of either party hereto, any action, claim, dispute, or controversy arising from or relating to this agreement or the relationships which result from this agreement (hereinafter "Claim" or "Claims"), including Claims by either party against the employees, officers, directors, agents, successors, heirs, or assigns of the other party, including Claims regarding the applicability, interpretation, or validity of this arbitration clause and/or the underlying agreement, shall be resolved by individual (not class or class-wide) binding arbitration, except as specifically provided herein. The individual arbitration proceedings shall be governed by the rules, procedures and fees of the National Arbitration Forum or the American Arbitration Association in effect at the time the Claim is made or filed. Borrower has the right to select which of these arbitration forums to use, but if Borrower does not make a timely selection, Lender may make the choice. Any arbitration hearing will take place at a location reasonably convenient to Borrower. At Borrower's written request, which Borrower is required to pay to pursue a Claim subject to the arbitrator ultimately deciding who must be responsible for paying those fees. In no event will Borrower be required to reimburse Lender or the holder of the promissory note or this agreement for any filing, jurisdiction. The parties agree that the arbitrator shall have all powers provided by and this agreement. These powers include all legal and equitable remedies, including but not limited to the power to decide money damages and issue declaratory or injunctive relief. Judgment upon an arbitration award may be entered in any court having jurisdiction. A demand for arbitration may be made before or after the beginning of any legal proceeding; however, any demand made after the initiation of a legal proceeding must be made within sixty (60) days following the service of a complaint, third-party complaint, cross-claim, o

The parties acknowledge and agree that this agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT OR OPPORTUNITY TO INDIVIDUALLY, OR AS PART OF A CLASS ACTION, LITIGATE CLAIMS IN COURT REGARDING THIS AGREEMENT OR THIS ARBITRATION CLAUSE AND CHOOSE INDIVIDUAL (NOT CLASS) BINDING ARBITRATION TO RESOLVE ALL CLAIMS AND SHALL INCLUDE NO OTHER (EVEN IDENTICAL) DISPUTE WITH ANOTHER CUSTOMER OR BORROWER, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.

This arbitration agreement, unless prohibited by applicable law, applies to all Claims specified above, whether now in existence or arising in the future and shall survive the voluntary payment of debt in full, any bankruptcy, or sale of the debt, EXCEPT nothing in this arbitration agreement shall be construed to prevent either party from using self-help repossession, replevin, judicial or non-judicial foreclosure or any other form of relief allowed by law to enforce a security interest. The institution and maintenance of such litigation shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration pursuant to this

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so

#### MORTGAGE (Continued)

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in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Non-Liability of Lender. The relationship between Grantor and Lender created by this Mortgage is strictly a debtor and creditor Non-Liability of Lender. The relationship between Grantor and Lender created by this Morgage is stirting a deput and tredited the tenter relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor. Grantor is exercising Grantor's own judgement with respect to Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Grantor of any matter with respect to Grantor's business. Lender and Grantor intend that Lender may reasonably rely on all information supplied by Grantor to Lender, together with all representations and warranties given by Grantor to Lender's investigation or failure to investigate will not diminish Lender's to the supervise or information supplied by Grantor to Lender to review. Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means ANNA M DOWNEY and includes all co-signers and co-makers signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated June 13, 2005, with credit limit of \$52,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set . forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means ANNA M DOWNEY.

The words "Hazardous Substances" mean materials that, because of their quantity, concentration or Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration of physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Hazardous Substances

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means SunTrust Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness. and all other

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

CFN # 105228081, OR BK 40177 PG 1939, Page 7 of	CEN	#	105228081	OR BK	40177	PG	1939.	Page	7 of	8
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MORTGAGE (Continued)	Page 7
VISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO IT:	S TERMS.
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L ACKNOWLEDGMENT	
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LASER PRO Lending, Ver. 5.28.00.205 Copr. Herland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. FL ILLPROICFILIPLIGO3.FC TR-414974 PR-ACCN

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CFN # 105228081, OR BK 40177 PG 1940, Page 8 of 8

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FileNo : F1395846

### Schedule A

CONDOMINIUM PARCEL 91, VENTNOR E CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 7561, PAGE 107, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS AMENDED.

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CFN # 107412169, OR BK 44660 1 of 3, Recorded 09/28/2007 at Page 132, Page 10:08 AM, Broward County Commission, Doc M: \$98.00 Int. Tax \$56.00 Deputy Clerk 1911

### WHEN RECORDED MAIL TO:



**Record and Return To: Fiserv Lending Solutions** 600A N.JohnRodes Blvd MELBOURNE, FL 32934

This Modification of Mortgage prepared by:

Name: Diana Bass / 20072421616000 / FLS / QCPR Company: SunTrust Bank Address: 7455 Chancellor Drive, Orlando, FL 32809



### MODIFICATION OF MORTGAGE

## 

\* \$TI+00020072421616000+DOTM

THIS MODIFICATION OF MORTGAGE dated August 31, 2007, is made and executed between ANNA M DOWNEY, whose address is 91 VENTNOR E, DEERFIELD BEACH, FL 334422412, A SINGLE WOMAN. (referred to below as "Grantor") and SunTrust Bank, whose odekeno **.....** CONTRACTOR DI Drive, Orlando, FL 32809 (referred to below as "Lender"). ANTONIO M LASI

MORTGAGE. Lender and Grantor have entered into a Mortgage dated Juffeot which shall yield and shall a shall yield has been recorded in 07-29-2005 in OR/Deed Book 40177 at Page 1933 in the Clerk's Office of (County/City of) BROWA

of FL

The maximum aggregate amount of principal to be secured at any one time is increased:

FIFTY TWO THOUSAND DOLLARS AND 00/100

(\$52,000.00)

EIGHTY THOUSAND DOLLARS AND 00/100 To: (\$80,000.00).

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in BROWARD County, State of Florida:

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 91 VENTNOR E, DEERFIELD BEACH, FL 33442.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

("XX" Represents applicable modifications to above referenced mortgage)

XX WHEREAS, Borrower has requested an increase in the amount of the credit line and Bank has agreed to increase the credit limit, on the terms and conditions set forth herein; and

XX The Bank hereby agrees to extend the time for payment of the Agreement and Security Instrument and Borrower agrees to pay same and any advances made pursuant to the Access 3 line of credit as set forth in the Renewal Agreement, executed by Borrower on the date hereof, in the amount of the unpaid principal balance of the Agreement, plus accrued interest, costs, and expenses with a maturity date of 08-31-2027. No new monies have been advanced unless the box below is checked.

XX\_ In order to evidence an increase in the credit line as contained in the Agreement, as contemplated hereby, the Renewal Agreement and the Security Instrument are hereby amended to provide for an increase in the credit limit in the amount of \$28,000.00. \$28,000.00.

XX The future advance clause contained in the Security Instrument is hereby amended to reflect that the maximum principal amount that may be secured by the lien of the Security Instrument is increased to \$160,000.00

that may be secured by the lien of the Security instrument is increased to \$160,000.00. CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain which and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above rist obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other and the grammer secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. "Any maker or endorser, including this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remai in effect after the execution of this Modification.

### MODIFICATION OF MORTGAGE (Continued)

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 31, 2007.

GRANTOR: LENDER: SUNTRUST BA INDIVIDUAL ACKNOWLEDGMENT ) ) SS ) COUNTY OF  $\mathcal{Z}$ 20 day of identificatio TIDE ANTONIO M. LASI y Public - State of Florid ling nt 45 tion Expires Feb 22, 2008 Λ ion # DD 292798 Comm Printed (Ne Typed. Stamped) (Title or Rank) IVIN . 14 1011 ise LENDER ACKNOWLEDGMENT STATE OF ١ ) SS COUNTY OF as acknowledged before me this The foregoing instrumer 201 dayof as identification and did / did not take an bath. s produce by \_ to me or (Signaty erson Taking Acknowledgment) RUTH MATHIS (Name of Acknowledger Typed, Printed or Stamped) FFF (Title or Rank) VBLIC W CONN (Serial Number, if any) My Commission Expines JAN, 23, 2010

LASER PRO Landing, Ver. 5.34.00.003 Cepr. Hartend Financial Solutione, Inc. 1997, 2007. All Rights Reserved. - FL 1:LPRO/CFILPL/0201.FC TR-796030 PR-ACCN

H2631433

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### SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF BROWARD AND STATE OF FLORIDA, DESCRIBED AS FOLLOWS:

CONDOMINIUM PARCEL 91, VENTNOR E CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 7561, PAGE 107, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS AMENDED.

PARCEL ID: 8203-K7-0070

PROPERTY ADDRESS: 91 VENTNOR E

INSTR # 112473141, OR BK 51020 PG 1306, Page 1 of 1, Recorded 08/18/2014 at 11:05 AM, Broward County Commission, Deputy Clerk 3405

This instrument was prepared by/return to: Patrick J. Murphy, Esq. Patrick J. Murphy & Associates, P.A. 650 East Hillsboro Boulevard Deerfield Beach, FL 33441-3563 954-525-5509

30

# LAIM OF LIEN

KNOW ALL MEN by these presents that: CVE MASTER MANAGEMENT COMPANY, INC., with principal address at 3501 West Drive, Deerfield Beach, FL 33442-2085, claims this lien pursuant to Florida Statutes and its Master Management Agreement recorded as an Exhibit to the Declaration of Condominium of Ventnor "E" Condominium Association, Inc. recorded in O.R.B. 7561, page 107, against the following property which street address is 91 Ventnor E, Deerfield Beach, FL 33442, legally described as follows:

CONDOMINIUM PARCEL 91, VENTNOR E CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 7561, PAGE 107, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS AMENDED ID #484203K70070

The record owner of the property is ANNA M. DOWNEY. The mailing address of the record owner is 91 VENTNOR E, DEERFIELD BEACH FL 33442.

This contractual lien is a continuing lien that runs with the land as a lien upon any right, title, or interest of the owner and the property and upon the condominium parcel, together with all tangible personal property, including furnishings, fixtures, appliances, equipment and goods located upon or within the condominium parcel, is superior to all other liens, including institutional mortgagees, and is enforceable against all subsequent purchasers. The amount of this lien through the date of its recordation is \$1806.00 which amount does not include interest, attorneys' fees, or costs, which are owing and incurred by CVE Master Management Company, Inc.; please contact the preparer of this lien for updated amount owed lien for updated amount owed.

Signed, sealed and delivered in the presence of:

**CVE MASTER MANAGEMENT COMPANY, INC.** 

hame: MARY R. BUKSTEL

Printed name: 1/ Sme Mill

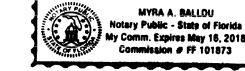
STATE OF FLORIDA COUNTY OF BROWARD

Printed name: Patrick J. Murphy

The foregoing instrument was acknowledged before me, a Florida Notary Public, by Patrick J. Murphy, Esq., as representative of CVE Master Management Company, Inc., who is personally known to me, and did not take an oath.

Notary Public - Dated

My Commission Expires:



INSTR # 112610590, OR BK 51199 PG 1271, Page 1 of 1, Recorded 10/28/2014 at 09:34 AM, Broward County Commission, Deputy Clerk 3405

PREPARED BY AND UPON RECORDATION RETURN TO:

ASSOCIATION LAW GROUP P.O. BOX 311059 MIAMI, FL 33231 Attn: David W. Krempa, Esq.

### CLAIM OF LIEN

CVRF Deerfield, Limited, a Florida limited partnership ("<u>CVRF</u>"), as Lessor, pursuant to the rights granted to CVRF in those certain Long Term Leases referenced in the Assignment of Leases recorded in Official Records Book 9987, at Page 460, of the Public Records of Broward County, Florida, hereby claims a lien upon the following described real property:

CONDOMINIUM PARCEL 91, OF VENTNOR "E" CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 7561, PAGE 107, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Property Address: 91 Ventnor E, Deerfield Beach, FL 33442

The record owner(s) of this property is/are: Anna M. Downey

The amounts claimed under this lien from April 1, 2013 through September 1, 2014 are:

Rent assessments, and/or taxes, investments, charges, liens, penalties and damages:

\$ 1,460.00

This lien secures all unpaid rent assessments, and/or taxes, investments, charges, liens, penalties and damages that are due and that may accrue after the lien is recorded and through the entry of a final judgment, as well as, interest and all reasonable costs and attorney's fees incurred by CVRF incident to the collection process in connection with the recreational dues related to the Century Village Recreational Clubhouse and other facilities. In order to obtain a detailed itemization of the total amount due including, without limitation, interest accruing on such amounts, please contact our office at (305) 938-6921.

Dated October 13, 2014

CVRF Deerfield, Limited c/o Association Law Group P.O. Box 311059 Miami, FL 33231

David W. Krempa, Esq.

Authorized Agent for CVRF

STATE OF FLORIDA

) SS.: COUNTY OF MIAMI-DADE )

)

The foregoing instrument was acknowledged before me on the date written by David W. Krempa, Esq. as authorized agent for CVRF for the purpose therein expressed and who is personally known to me.

My Commission Expires:



This Instrument Prepared By: BENSON, MUCCI & WEISS, P.L. 5561 University Drive, Suite 102 Coral Springs FL 33067 954-323-1023

## CLAIM OF LIEN

KNOW ALL MEN by these presents that: CVE MASTER MANAGEMENT COMPANY, INC., with principal address at 3501 West Drive, Deerfield Beach, FL 33442, claims that this lien pursuant to Florida Statutes and its Master Management Agreement recorded as Exhibit "6" to the Declaration of Condominium of Ventnor "E" Condominium Association, Inc. recorded in OR Book 7561 Page 107 against the following real property which street address is 91 Ventnor E, Deerfield Beach, FL 33442 legally described as follows:

Condominium Parcel 91, VENTNOR E CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 7561, Page 107, of the Public Records of Broward County, Florida, as amended.

The record owners of the property is **Anna M. Downey**. CVE Master Management Company, Inc. is owed the following amount for shares of the common expenses:

April 1, 2013 through June 28, 2016

plus interest at the rate of 18.00 % per annum from the due dates. This Claim of Lien shall also secure all unpaid assessments, interests, late fees, costs and attorney's fees which are due and which may accrue subsequent to the date of this Claim of Lien and prior to entry of a final judgment of foreclosure.

\$4,489.33

Signed, sealed and delivered in the presence of:

Kathleen Pratt

### State of Florida ) County of Broward )

CVE MASTER MANAGEMENT COMPANY, INC. ₿∕v

Brian M. Abelow, Esq., Authorized Agent

The foregoing instrument was acknowledged before me this 4 day of June, 2016, a Florida Notary Public, by Brian M. Abelow, Esq., an authorized agent of CVE Master Management Company, Inc., who is personally known to me, and did take an oath.

NICOLE R. FRANCIS	a Opan
My Commission # FE 2000 Ida	Notary Public Signature
Bonded through National Notary Asso	

INSTR # 114201995 Page 1 of 2, Recorded 02/10/2017 at 03:14 PM Broward County Commission, Deputy Clerk ERECORD

## Case Number: CONO-17-001412 Division: 72 Filing # 52338255 E-Filed 02/10/2017 11:37:50 AM

This Instrument prepared by: Mark S. Mucci, Esq. BENSON, MUCCI & WEISS, P.L. 5561 North University Drive Suite 102 Coral Springs FL 33067 954-323-1023 954-323-1013 Facsimile W:\WDOCS\CLIENTS\004120\16205\00188271.DOCX

2/8/17|MSM-LCF| W:\Wdocs\Clients\004120\16205\00186111.DOCX

IN THE COUNTY COURT IN AND FOR BROWARD COUNTY, FLORIDA

*CASE #:* 

BD AR FL I, LLC, a Florida limited liability company,

Plaintiff,

vs.

ANNA M. DOWNEY, an individual; UNKNOWN TENANT #1; and UNKNOWN TENANT #2,

Defendants.

## **NOTICE OF LIS PENDENS**

TO: ANNA M. DOWNEY, an individual; UNKNOWN TENANT #1; and UNKNOWN TENANT #2

and all others whom it may concern:

## YOU ARE NOTIFIED OF THE FOLLOWING:

1. The Plaintiff has instituted this action against you to foreclose its assessment lien

with respect to the property described below.

- 2. The Plaintiff in this action is BD AR FL I, LLC.
- 3. The case number of this action is as shown in the caption above.

{00186680.DOCX; 1 }

\*\*\* FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 2/10/2017 11:37:48 AM.\*\*\*\*

Broward County Court Case BD AR FL I, LLC vs. Anna M. Downey Notice of Lis Pendens Page 2 of 2

4. The property that is the subject matter of this action is in Broward county, Florida,

described as:

Condominium Parcel No. 91 of Ventnor E Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 7561, at pages 107, inclusive, of the Public Records of Broward County, Florida.

**DATED** this 3<sup>rd</sup> day of February, 2017.

s/ Mark S. Mucci

Mark S. Mucci, Esq. Florida Bar No.: 798622 <u>MSM@BMWlawyers.net</u> Brian Abelow, Esq. Florida Bar No.:68094 <u>Brian@BMWlawyers.net</u> Eric Bearden, Esq. Florida Bar No.: 118085 <u>Eric@BMWlawyers.net</u> **BENSON, MUCCI & WEISS, P.L.** 5561 North University Drive, Suite 102 Coral Springs FL 33067 954-323-1023 954-323-1013 Facsimile

1-13-84 2-29 2201 1

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#### 82- 13826 ASSIGNMENT OF LEASES

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FOR VALUE RECEIVED, CENTURY VILLAGE EAST, INC., a Florida corporation, hereinafter referred to as "Assignor", does hereby grant. bargain, alienate, remise, release, convey and confirm to CVRF DEERFIELD. LIMITED, hereinafter referred to as "Assignee", those certain leases described on Composite Schedule "A" attached hereto and made a part hereof, together with its entire position as Lessor with respect to all such leases and arrangements of any sort resulting in the payment of 둪 money to Assignor for the use of all or any part of the leased premises 🏧 described in such leases, by any lessee, individual lessee or lessee association, invitee, licensee, tenant at suffereance, irrespective of whether such arrangements are oral or written (all hereinafter referred 😅 to as "Leases"), together with all rents (or payments in lieu of rents) payable under the said Leases and all benefits and advantages to be derived therefrom, to hold and receive them unto the Assignee.

The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under said Leases and avail itself of and pursue all remedies for the enforcement of said Leases.

The Assignor warrants that as of the date hereof, that all said Leases and arrangements are in full force and effect, and that the copies provided Assignee by Assignor are true and correct copies, that there is no assignment or pledge of same or any interest therein which is in effect at this time except as set forth on SCHEDULE "B" attached hereto, no default exists on the part of the Assignor, as Lessor, in the performance of the terms, covenants, provisions or agreements in said Leases contained and that the payment of none of the rents to accrue 9 ဖ under said Leases has been waived, released, reduced, discounted 00 7 OF otherwise discharged or compromised by the Assignor directly or R Æ indirectly (e.g., by assuming any lessees' obligation with respect to Ö O other premises).

THIS INSTRUMENT PREPARED BY: ROBERT LEE SHAPIRO, ESQ. Levy, Shapiro, Kneen & Kingcade, P.A. P. O. Box 2755, 218 Royal Palm Way Palm Beach, Florida 33480 This Assignment is subject to the terms of that certain Lease between Assignor and D.R.F., Inc. as the same may have been amended and any other prior Assignments of record.

This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

WITNESS the due execution hereof this \_\_\_\_\_ day of January, 1982.

Signed, sealed and delivered in the presence of:

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ASSIGNOR

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ASSIGNOR: CENTURY VILLAGE EAST, INC. By: Cleun lice (CORPORATE SEAL) 3

STATE OF FLORIDA ) ) SS: COUNTY OF PALM BEACH )

Before me personally appeared <u>Win Wilchskin</u>, to me well known to me to be the individual described in and who executed the foregoing instrument as <u>Discussions</u> of CENTURY VILLAGE EAST, INC. and acknowledged to and before me that he executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15 fd day of January, 1982

Notary Public State of Florida at Large

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(NOTARIAL IMPRESSION SEAL)

My Commission Expires: N tary Public, firsts of floods at Erse. My Chardie Lon D. piter E.b. 13, 1982 Forces by American eine & Contanty Company

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9987 ME 461

The leases reflected as follows:

1. .... 414

ASHBY A CONDOMINIUM, according to the Declaration of Condominium recorded on <u>February 6, 1975</u>, in Official Record Book <u>6100</u>, page <u>506</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6100</u>, page <u>542</u>, Public Records of Broward County, Florida.

ASHBY C CONDOMINIUM, according to the Declaration of Condominium recorded on <u>April 9, 1975</u>, in Official Record Book <u>6164</u>, page <u>257</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6164</u>, page <u>293</u>, Public Records of Broward County, Florida.

ASHBY D CONDOMINIUM, according to the Declaration of Condominium recorded on August 29, 1975, in Official Record Book 6318, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6318, page 37, Public Records of Broward County, Florida.

CAMBRIDGE A CONDOMINIUM, according to the Declaration of Condominium recorded on <u>February 4, 1977</u>, in Official Record Book <u>6897</u>, page <u>743</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6897</u>, page <u>779</u>, Public Records of Broward County, Florida.

CAMBRIDGE B CONDOMINIUM, according to the Declaration of Condominium recorded on September 26, 1978, in Official Record Book 7787, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7787, page 37, Public Records of Broward County, Florida.

CAMBRIDGE C CONDOMINIUM, according to the Declaration of Condominium recorded on October 6, 1978, in Official Record Book 7807, page 108, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7807, page 144, Public Records of Broward County, Florida.

CAMBRIDGE F CONDOMINIUM, according to the Declaration of Condominium recorded on December 19, 1974, in Official Eucord Book 6050, page 392, and the Long-Term Lease attached Increto as Exhibit 2, recorded in Official Record Book 6050, page 428, Public Records of Broward County, Florida.

CAMBRIDGE G CONDOMINIUM, according to the Declaration of Condominium recorded on October 6, 1978, in Official Record Book 7807, page 321, and the Long-Term Lease attached there to as Exhibit 2, recorded in Official Record Book 7807, page 357, Public Records of Broward County, Florida.

DURHAM A CONDOMINIUM, according to the Declaration of Condominium recorded on <u>January 10, 1975</u>, in Official Record Book <u>6072</u>, page <u>451</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6072</u>, page <u>487</u>, Public Records of Broward County, Florida.

DURHAM B Of Condominium recorded on December 19, 1974, in Official Record Book 6050, page 292, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6050, page 328, Public Records of Broward County, Florida.

ELLESMERE A CONDOMINIUM, according to the Declaration of Condominium recorded on <u>February 5, 1975</u>, in Official M.cord Book <u>6098</u>, page <u>129</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6098</u>, page <u>165</u>, Public Records of Broward County, Florida.

Schedulle A

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ELLESMERE B CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 19, 1974</u>, in Official . Eccord Book <u>6050</u>, page <u>492</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6050</u>, page <u>528</u>, Public Records of Broward County, Florida.

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FARNHAM D CONDOMINIUM, according to the Declaration of Condominium recorded on March 14, 1977, in Official Record Book 6941, page 774, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6941, page 810, Public Records of Broward County, Florida.

FARNHAM E CONDOMINIUM, according to the Declaration of Condominium recorded on March 14, 1977 , in Official Record Book 6942 , page 222 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6942 , page 258 , Public Records of Broward County, Florida.

FARNHAM J CONDOMINIUM, according to the Declaration of Condominium recorded on <u>March 14, 1977</u>, in Official Record Book <u>6941</u>, page <u>879</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6941</u>, page <u>915</u>, Public Records of Broward County, Florida.

FARNIIAM K CONDOMINIUM, according to the Declaration of Condominium recorded on March 14, 1977 , in Official Record Book 6942 , page 1 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6942 , page 37 , Public Records of Broward County, Florida.

FARNHAM N CONDOMINIUM, according to the Declaration of Condominium recorded on October 26, 1976, in Official Record Book 6774, page 155, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6774, page 191, Public Records of Broward County, Florida.

FARNHAM O CONDOMINIUM, according to the Declaration Of Condominium recorded on March 8, 1978 , in Official Record Book 7458 , page 1 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7458 , page 37 , Public Records of Broward County, Florida.

FARMHAM Q CONDOMINIUM, according to the Declaration of Condominium recorded on March 14, 1977 , in Official Record Book 6941 , page 669 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6941 , page 705 , Public Records of Broward County, Florida.

GRANTHAM A CONDOMINIUM, according to the Declaration of Condominium recorded on July 7, 1976, in Official Record Book <u>6644</u>, page <u>811</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6644</u>, page <u>847</u>, Public Records of Broward County, Florida.

<u>GPANTHAM C</u> Of Condominium recorded on <u>April 25, 1975</u>, in Official Record Book <u>6183</u>, page <u>29</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6183</u>, page <u>65</u>, Public Records of Broward County, Florida.

<u>GRANTHAM D</u> <u>Of Condominium recorded on</u> Record Book <u>6532</u>, page <u>1</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6532</u>, page <u>37</u>, Public Records of Broward County, Florida.

<u>GPANTHAM F</u> of Condominium recorded on <u>August 26, 1976</u>, in Official Record Book <u>6702</u>, page 71, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6702</u>, page <u>107</u>, Public Records of Broward County, Florida. REC 9987 MAGE 463

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<u>HARMOOD C</u> <u>ONDOMINIUM</u>, according to the Declaration <u>Of Condominium recorded on <u>February 6, 1975</u>, in Official Record Book <u>6100</u>, page <u>406</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6100</u>, page <u>442</u>, Public Records of Broward County, Florida.</u>

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2010 - 124 2010 - 104 2019 - 105 HARWOOD D CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 15, 1978</u>, in Official Record Book <u>7718</u>, page <u>309</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7718</u>, page <u>345</u>, Public Records of Broward County, Florida.

HARWOOD E CONDOMINIUM, according to the Declaration of Condominium recorded on June 26, 1978, in Official Record Book 7634, page 370, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7634, page 406, Public Records of Broward County, Florida.

HARWOOD F CONDOMINIUM, according to the Declaration of Condominium recorded on March 12, 1975, in Official Record Book 6134, page 730, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6134, page 766, Public Records of Broward County, Florida.

ISLEWOOD A CONDONINIUM, according to the Declaration Cf Condominium recorded on April 1, 1977 , in Official Record Book 6967 , page 165 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6967 , page 194 , Public Records of Broward County, Florida.

ISLEWOOD B CONDOMINIUM, according to the Declaration CC Condominium recorded on <u>April 1, 1977</u>, in Official Record Book <u>6967</u>, page <u>270</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6967</u>, page <u>306</u>, Public Records of Broward County, Florida.

ISLEWOOD C CONDOMINIUM, according to the Declaration of Condominium recorded on April 1, 1977, in Official Record Book 6967, page 375, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6967, page 411, Public Records of Broward County, Florida.

ISLEWOOD D CONDOMINIUM, according to the Declaration of Condominium recorded on <u>March 23, 1977</u>, in Official Record Book <u>6953</u>, page <u>765</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6953</u>, page <u>801</u>, Public Records of Broward County, Florida.

KESWICK C CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 6, 1976</u>, in Official Record Book <u>6680</u>, page <u>1</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6680</u>, page <u>37</u>, Public Records of Broward County, Florida.

LYNDHUPST A CONDOMINIUM, according to the Declaration of Condominium recorded on January 10, 1975, in Official Record Book 6072, page 551, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6072, page 587, Fublic Records of Broward County, Florida.

LYNDHURST B CONDOMINIUM, according to the Declaration of Condominium recorded on December 18, 1974, in Official Record Book 6048, page 234, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6048, page 270, Public Records of Broward County, Florida.

LYNDHURST C CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 18, 1974</u>, in Official Record Book <u>6048</u>, page <u>100</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6048</u>, page <u>136</u>, Public Records of Broward County, Florida. 9987 MH 464 # 8491 MH 488

LYNDHURST D CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 19, 1974</u>, in Official Record Book <u>6050</u>, page <u>592</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6050</u>, page <u>628</u>, Public Records of Broward County, Florida.

LYNDHURST E CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 6, 1974</u>, in Official Record Book <u>6034</u>, page <u>690</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6034</u>, page <u>726</u>, Public Records of Broward County, Florida.

LYNDHURST F CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 6, 1974</u>, in Official Record Book <u>6034</u>, page 789, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6034</u>, page <u>825</u>, Public Records of Broward County, Florida.

LYNDHURST G CONDOMINIUM, according to the Declaration of Condominium recorded on October 28, 1974, in Official Record Book 5989, page 832, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5989, page 868, Public Records of Broward County, Florida.

LYNDHURST K CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 3, 1974</u>, in Official Record Book <u>6029</u>, page <u>717</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6029</u>, page <u>753</u>, Public Records of Broward County, Florida.

LYNDHURST L Of Condominium recorded on March 30, 1976, in Official Record Book 6536, page 431, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6536, page 467, Public Records of Broward County, Florida.

LYNDHURST M CONDOMINIUM, according to the Declaration of Condominium recorded on <u>March 30, 1976</u>, in Official Record Book <u>6536</u>, page <u>537</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6536</u>, page <u>573</u>, Public Records of Broward County, Florida.

LYNDHURST N CONDOMINIUM, according to the Declaration of Condominium recorded on <u>November 12, 1975</u>, in Official Record Book <u>6393</u>, page <u>523</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6393</u>, page <u>559</u>, Public Records of Broward County, Florida.

MARKHAM A CONDOMINIUM, according to the Declaration of Condominium recorded on June 16, 1976 , in Official Record Book 6622 , page 641 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6622, page 677 , Public Records of Broward County, Florida.

MARKHAM B Of Condominium recorded on June 16, 1976, in Official Record Book 6622, page 429, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6622, page 465, Public Records of Broward County, Florida.

MARKHAM C CONDOMINIUM, according to the Declaration of Condominium recorded on June 4, 1976 , in Official Record Book 6610 , page 214 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6610 , page 250 , Public Records of Broward County, Florida.

MARKHAM D CONDOMINIUM, according to the Declaration of Condominium recorded on <u>April 28, 1976</u>, in Official Record Book <u>6568</u>, page <u>314</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6568</u>, page <u>350</u>, Public Records of Broward County, Florida. 9987 MAE 465

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MARKHAM E CONDOMINIUM, according to the Declaration of Condominium recorded on <u>April 28, 1976</u>, in Official Record Book <u>6568</u>, page <u>420</u>, and the long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6568</u>, page <u>456</u>, Public Records of Broward County, Florida.

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MARKHAM F CONDOMINIUM, according to the Declaration of Condominium recorded on <u>March 15, 1976</u>, in Official Record Book <u>6520</u>, page <u>437</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6520</u>, page <u>473</u>, Public Records of Broward County, Florida.

MARKHAM J CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 6, 1974</u>, in Official Record Book <u>6035</u>, page <u>1</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6035</u>, page <u>37</u>, Public Records of Droward County, Florida.

MARKHAM K OF Condominium recorded on Record Book 6050 , page 692 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6050 , page 728, Public Records of Broward County, Florida.

MARKHAM L CONDOMINIUM, according to the Declaration of Condominium recorded on <u>January 22, 1975</u>, in Official Record Book <u>6084</u>, page <u>703</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6084</u>, page <u>739</u>, Public Records of Broward County, Florida.

MARKHAM M CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 6, 1974</u>, in Official Record Book <u>6034</u>, page <u>888</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6034</u>, page <u>924</u>, Public Records of Broward County, Florida.

MARKHAM R CONDOMINIUM, according to the Declaration of Condominium recorded on September 25, 1975, in Official Record Book 6345, page 633, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6345, page 669, Public Records of Broward County, Florida.

MARKHAM S OF CONDOMINIUM, according to the Declaration OF Condominium recorded on <u>December 5, 1975</u>, in Official Record Book <u>6417</u>, page <u>741</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6417</u>, page <u>777</u>, Public Records of Broward County, Florida.

MARKHAM T CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 18, 1975</u>, in Official Record Book <u>6431</u>, page <u>726</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6431</u>, page <u>762</u>, Public Records of Broward County, Florida.

NEWPORT A CONDOMINIUM, according to the Declaration of Condominium recorded on July 26, 1977 , in Official Record Book 7129 , page 473 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7129, page 509, Public Records of Broward County, Florida.

NEWPORT C CONDOMINIUM, according to the Declaration of Condominium recorded on July 28, 1977 , in Official Record Book 7133 , page 256 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7133 , page 293, Public Records of Broward County, Florida.

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NEWPORT D CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 11, 1977</u>, in Official '; Record Book 7153, page 244, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7153, page 302, Public Records of Broward County, Florida.

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NEWPORT E CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 11, 1977</u>, in Official Record Book <u>7153</u>, page <u>350</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7153</u>, page <u>387</u>, Public Records of Broward County, Florida.

NEWPORT F CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 11, 1977</u>, in Official Record Book 7153, page 456, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7153, page 493, Public Records of Broward County, Florida.

NEWPORT G CONDOMINIUM, according to the Declaration of Condominium recorded on <u>April 21, 1978</u>, in Official Record Book 7527 , page <u>696</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7527, page 733, Public Records of Broward County, Florida.

NEWPORT H CONDOMINIUM, according to the Declaration of Condominium recorded on March 30, 1978, in Official Record Book 7490, page 535, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7490, page 572, Public Records of Broward County, Florida.

NEWPORT I CONDOMINIUM, according to the Declaration of Condominium recorded on August 31, 1977, in Official Record Book 7181, page 461, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7181, page 498, Public Records of Broward County, Florida.

NEWPORT J Of Condominium recorded on <u>September 7, 1977</u>, in Official Record Book 7190, page 470, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7190, page 507, Public Records of Broward County, Florida.

NEWPORT K CONDOMINIUM, according to the Declaration of Condominium recorded on <u>September 7, 1977</u>, in Official Record Book 7190, page 365, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7190, page 402, Public Records of Broward County, Florida.

NEWPORT L CONDOMINIUM, according to the Declaration Of Condominium recorded on September 7, 1977, in Official Record Book 7190, page 259, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7190, page 296, Public Records of Broward County, Florida.

NEWPORT M CONDOMINIUM, according to the Declaration of Condominium recorded on September 28, 1977, in Official Record Book 7221, page 42, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7221, page 79, Public Records of Broward County, Florida.

NEWPORT N Of Condominium recorded on March 1, 1978, in Official Record Book 7447, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7447, page 38, Public Records of Broward County, Florida.

NEWPORT 0 CONDOMINIUM, according to the Declaration of Condominium recorded on <u>September 30, 1977</u>, in Official Record Book <u>7225</u>, page <u>615</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7225</u>, page <u>652</u>, Public Records of Broward County, Florida.

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NEWPORT P CONDOMINIUM, according to the Declaration of Condominium recorded on <u>October 17, 1977</u>, in Official : Record Bock <u>7246</u>, page <u>357</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7246</u>, page <u>394</u>, Public Records of Broward County, Florida.

NEWPORT 0 CONDOMINIUM, according to the Declaration of Condominium recorded on <u>January 25, 1978</u>, in Official Record Book 7395, page 541, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7395, page 578, Public Records of Broward County, Florida.

NEWPORT R CONDOMINIUM, according to the Declaration of Condominium recorded on October 17, 1977, in Official Record Book 7246, page 251, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7246, page 288, Public Records of Broward County, Florida.

NENPORT S Of Condominium recorded on January 16, 1978, in Official Record Book 7380, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7380, page 38, Public Records of Broward County, Florida.

NEWPORT T \_\_\_\_\_ CONDOMINIUM, according to the Declaration of Condominium recorded on <u>October 24, 1977</u>, in Official Record Book <u>7256</u>, page <u>762</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7256</u>, page <u>799</u>, Public Records of Broward County, Florida.

NEWPORT U CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 27, 1977</u>, in Official Record Book 7351, page 597, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7351, page 634, Public Records of Broward County, Florida.

NEWPORT V CONDOMINIUM, according to the Declaration of Condominium recorded on December 24, 1977, in Official Record Book 7256, page 868, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7256, page 905, Public Records of Broward County, Florida.

OAKRIDGE A CONDONINIUM, according to the Declaration of Condominium recorded on June 1, 1977 , in Official Record Book 7049 , page 650 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7049, page 685 , Public Records of Broward County, Florida. 켰둮

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OAKRIDGE B CONDOMINIUM, according to the Declaration of Condominium recorded on April 15, 1977, in Official Record Book 6986, page 637, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6986, page 673, Public Records of Broward County, Florida.

OAKRIDGE C CONDOMINIUM, according to the Declaration of Condominium recorded on April 28, 1977 , in Official Record Book 7005 , page 51 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7005 , page 87 , Public Records of Broward County, Florida.

OAKRIDGE D CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 14, 1977</u>, in Official Record Book <u>7069</u>, page <u>506</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7069</u>, page <u>542</u>, Public Records of Broward County, Florida.

OAERIDGE E CONDOMINIUM, according to the Declaration of Condominium recorded on May 3, 1977, in Official Record Book 7010, page 719, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7010, page 755, Public Records of Broward County, Florida.

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OAKRIDGE G CONDOMINIUM, according to the Declaration of Condominium recorded on <u>November 9, 1976</u>, in Official Remord Book <u>6792</u>, page <u>29</u>, and the Long-Term Lease attached thereto as Exhibit 3, recorded in Official Record Book <u>6792</u>, page <u>65</u>, Public Records of Broward County, Florida.

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OAKRIDGE H CONDOMINIUM, according to the Declaration of Condominium recorded on <u>November 9, 1976</u>, in Official Record Book <u>6792</u>, page <u>134</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6792</u>, page <u>170</u>, Public Records of Broward County, Florida.

OAKRIDGE I CONDOMINIUM, according to the Declaration of Condominium recorded on <u>November 9, 1976</u>, in Official Record Book <u>6792</u>, page <u>437</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6792</u>, page <u>473</u>, Public Records of Broward County, Florida.

OAKRIDGE J CONDOMINIUM, according to the Declaration of Condominium recorded on <u>November 9, 1976</u>, in Official Record Book <u>6792</u>, page <u>239</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6792</u>, page <u>275</u>, Public Records of Broward County, Florida.

OAKRIDGE K CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 7, 1976</u>, in Official Rucord Book <u>6823</u>, page <u>749</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6823</u>, page <u>785</u>, Public Records of Broward County, Florida.

OAKRIDGE L. CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 7, 1976</u>, in Official Record Book <u>6823</u>, page <u>854</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6823</u>, page <u>890</u>, Public Records of Broward County, Florida.

OAKRIDGE M CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 7, 1976</u>, in Official Record Book <u>6924</u>, page <u>1</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6824</u>, page <u>37</u>, Public Records of Broward County, Florida.

OAKRIDGE N CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 7, 1976</u>, in Official Record Book 6824, page 106, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6924, page 142, Public Records of Broward County, Florida.

OAKRIDGE Q CONDOMINIUM, according to the Declaration of Condominium recorded on <u>February 8, 1977</u>, in Official Record Book <u>6900</u>, page <u>813</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6900</u>, page <u>854</u>, Public Records of Broward County, Florida.

OAKRIDGE R CONDOMINIUM, according to the Declaration of Condominium recorded on <u>February 15, 1977</u>, in Official Record Book <u>6909</u>, page <u>613</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6909</u>, page <u>649</u>, Public Records of Broward County, Florida.

OAKRIDGE S OAKRIDGE S Of Condominium recorded on <u>February 15, 1977</u>, in Official Record Book <u>6909</u>, page <u>823</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6909</u>, page <u>859</u>, Public Records of Broward County, Florida.

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<u>OAKRIDGE T</u> OF CONDOMINIUM, according to the Declaration of Condominium recorded on <u>February 15, 1977</u>, in Official : Record Book <u>6909</u>, page <u>718</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6909</u>, page <u>754</u>, Public Records of Broward County, Florida.

OAKRIDGE U CONDOMINIUM, according to the Declaration of Condominium recorded on July 26, 1977 , in Official Record Book 7129 , page 368 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7129 , page 404 , Public Records of Broward County, Florida.

OAKRIDGE V CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 11, 1977</u>, in Official Record Book 7153, page 138, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7153, page 175, Public Records of Broward County, Florida.

PRESCOTT A CONDOMINIUM, according to the Declaration of Condominium recorded on November 23, 1977, in Official Record Book 7304, page 92, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7304, page 128, Public Records of Broward County, Florida.

PRESCOTT B CONDOMINIUM, according to the Declaration of Condominium recorded on November 23, 1977 , in Official Record Book 7304 , page 197 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7304 , page 233 , Public Records of Broward County, Florida.

PRESCOTT C CONDOMINIUM, according to the Declaration of Condominium recorded on October 28, 1977 , in Official Record Book 7264 , page 724 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7264 , page 760 , Public Records of Broward County, Florida.

PRESCOTT D CONDONINIUM, according to the Declaration of Condominium recorded on October 28, 1977, in Official Record Book 7264, page 619, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7264, page 655, Public Records of Broward County, Florida.

PRESCOTT E CONDOMINIUM, according to the Declaration of Condominium recorded on <u>November 16, 1977</u>, in Official Record Book 7292, page <u>337</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7292, page <u>373</u>, Public Records of Broward County, Florida.

PRESCOTT F CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 6, 1977</u>, in Official Record Book 7320, page 667, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7320, page 703, Public Records of Broward County, Florida.

PRESCOTT G CONDONINIUM, according to the Declaration of Condominium recorded on <u>December 6, 1977</u>, in Official Record Book 7320, page 772, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7320, page 808, Public Records of Droward County, Florida.

PRESCOTT II CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 6, 1977</u>, in Official Record Book 7320, page 877, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7320, page 913, Public Records of Broward County, Florida.

PRESCOTT I CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 6, 1977</u>, in Official Record Book <u>7321</u>, page <u>1</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7321</u>, page <u>37</u>, Public Records of Broward County, Florida. 9987 Mit 470

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> <u>RICHMOND A</u> of Condominium recorded on <u>April 11, 1977</u>, in Official Record Book <u>6979</u>, page <u>851</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6979</u>, page <u>887</u>, Public Records of Broward County, Florida.

> RICHMOND B CONDOMINIUM, according to the Declaration of Condominium recorded on July 7, 1976, in Official Record Book 6645, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6645, page 37, Public Records of Broward County, Florida.

> RICHMOND C CONDOMINIUM, according to the Declaration of Condominium recorded on December 6, 1977, in Official Record Book 7321, page 106, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7321, page 142, Public Records of Broward County, Florida.

> RICHMOND D CONDOMINIUM, according to the Declaration of Condominium recorded on July 7, 1976, in Official Record Book <u>6645</u>, page <u>107</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6645</u>, page 143, Public Records of Broward County, Florida.

> RICHMOND E CONDOMINIUM, according to the Declaration of Condominium recorded on <u>October 17, 1977</u>, in Official Record Book <u>7246</u>, page <u>146</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7246</u>, page <u>182</u>, Public Records of Broward County, Florida.

> RICHMOND F CONDOMINIUM, according to the Declaration of Condominium recorded on October 17, 1977, in Official Record Book 7246, page 41, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7246, page 77\_, Public Records of Broward County, Florida.

> TILFORD A CONDOMINIUM, according to the Declaration of Condominium recorded on July 26, 1978 , in Official Record Book 7686 , page 164 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7686 , page 201 , Public Records of Broward County, Florida.

> TILFORD B CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 4, 1978</u>, in Official Record Book 7703, page 54, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7703, page 91, Public Records of Broward County, Florida.

> TILFORD C CONDOMINIUM, according to the Declaration of Condominium recorded on August 22, 1978, in Official Record Book 7731, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7731, page 38, Public Records of Broward County, Florida.

> TILFORD D CONDOMINIUM, according to the Declaration of Condominium recorded on <u>January 20, 1978</u>, in Official Record Book 7388, page 239, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7388, page 276, Public Records of Broward County, Florida.

> TILFORD E CONDOMINIUM, according to the Declaration of Condominium recorded on January 20, 1978, in Official Record Book 7388, page 346, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7388, page 383, Public Records of Broward County, Florida.

> TILFORD F CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 6, 1977</u>, in Official Record Book 7321, page 211, and the Long-Term Lease attached therato as Exhibit 2, recorded in Official Record Book 7321, page 248, Public Records of Broward County, Florida.

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TILFORD G CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_December 27, 1977 , in Official Record Book 7351 , page 703 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7351 , page 739 , Public Records of Broward County, Florida. X (3)155

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TILFORD H CONDOMINIUM, according to the Declaration of Condominium recorded on <u>January 6, 1978</u>, in Official Record Book <u>7368</u>, page <u>864</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7368</u>, page <u>901</u>, Public Records of Broward County, Florida.

TILFORD I CONDOMINIUM, according to the Declaration of Condominium recorded on <u>January 20, 1978</u>, in Official Record Book 7398, page 453, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7388, page 490, Public Records of Broward County, Florida.

<u>TILFORD J</u> CONDOMINIUM, according to the Declaration Of Condominium recorded on <u>February 8, 1978</u>, in Official Record Book <u>7415</u>, page <u>624</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7415</u>, page <u>660</u>, Public Records of Broward County, Florida.

TILFORD K CONDOMINIUM, according to the Declaration of Condominium recorded on <u>February 13, 1978</u>, in Official Record Book <u>7421</u>, page <u>794</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7421</u>, page <u>831</u>, Public Records of Broward County, Florida.

TILFORD L CONDOMINIUM, according to the Declaration of Condominium recorded on <u>February 21, 1978</u>, in Official Record Book <u>7434</u>, page <u>164</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7434</u>, page <u>201</u>, Public Records of Broward County, Florida.

TILFORD M CONDOMINIUM, according to the Declaration Df Condominium recorded on <u>March 27, 1978</u>, in Official Record Book 7484, page 564, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7484, page 601, Public Records of Broward County, Florida.

TILFORD N CONDOMINIUM, according to the Declaration of Condominium recorded on <u>March 30, 1978</u>, in Official Record Book <u>7490</u>, page <u>641</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7490</u>, page <u>678</u>, Public Records of Broward County, Florida.

TILFORD O Of Condominium recorded on <u>September 26, 1978</u>, in Official Record Book <u>7786</u>, page <u>795</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7786</u>, page <u>832</u>, Public Records of Broward County, Florida.

TILFORD P CONDOMINIUM, according to the Declaration of Condominium recorded on <u>September 26, 1978</u>, in Official Record Book <u>7786</u>, page <u>688</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7786</u>, page <u>725</u>, Public Records of Broward County, Florida.

TILFORD Q CONDOMINIUM, according to the Declaration of Condominium recorded on <u>October 6, 1978</u>, in Official Record Book <u>7807</u>, page <u>1</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7807</u>, page <u>38</u>, Public Records of Broward County, Florida.

TILFORD R CONDOMINIUM, according to the Declaration of Condominium recorded on October 6, 1978, in Official Record Book 7807, page 214, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7807, page 251, Public Records of Broward County, Florida.

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UPMINSTER A CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 26, 1976</u>, in Official Record Book <u>6702</u>, page <u>176</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6702</u>, page <u>212</u>, Public Records of Broward County, Florida.

UPMINSTER C CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 10, 1976</u>, in Official Record Book <u>6684</u>, page <u>135</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6684</u>, page <u>171</u>, Public Records of Broward County, Florida.

UPMINSTER D CONDOMINIUM, according to the Declaration of Condominium recorded on August 26, 1976, in Official Record Book 6702, page 281, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6702, page 317, Public Records of Broward County, Florida.

UPMINSTER E CONDOMINIUM, according to the Declaration of Condominium recorded on August 26, 1976 , in Official Record Book 6702 , page 386 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6702 , page 422 , Public Records of Broward County, Florida.

UPMINSTER F CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 26, 1976</u>, in Official Record Book <u>6702</u>, page <u>491</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6702</u>, page 527, Public Records of Broward County, Florida.

UPMINSTER G CONDOMINIUM, according to the Declaration of Condominium recorded on <u>October 1, 1976</u>, in Official Record Book <u>6744</u>, page <u>723</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6744</u>, page 759, Public Records of Broward County, Florida.

UPMINSTER H CONDOMINIUM, according to the Declaration of Condominium recorded on October 10, 1976, in Official Record Book 6744, page 829, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6744, page 864A, Public Records of Broward County, Florida.

UPMINSTER I CONDOMINIUM, according to the Declaration of Condominium recorded on October 1, 1976, in Official Record Book 6745, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6745, page 37, Public Records of Broward County, Florida.

UPMINSTER J CONDOMINIUM, according to the Declaration of Condominium recorded on <u>November 30, 1976</u>, in Official Record Book <u>6813</u>, page <u>797</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6813</u>, page 833, Public Records of Broward County, Florida.

UPMINSTER K CONDOMINIUM, according to the Declaration of Condominium recorded on October 1, 1976 , in Official Record Book 6744 , page 613 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6744 , page 649 , Public Records of Broward County, Florida.

UPMINSTER L CONDOMINIUM, according to the Declaration of Condominium recorded on October 1, 1976 , in Official Record Book 6745 , page 106 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6745 , page 178 , Public Records of Broward County, Florida.

UPMINSTER M CONDOMINIUM, according to the Declaration of Condominium recorded on <u>September 2, 1976</u>, in Official Record Book 6711 , page 549 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6711 , page 585 , Public Records of Broward County, Florida.

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<u>VENTNOR A</u> CONDOMINIUM, according to the Declaration of Condominium recorded on <u>April 11, 1978</u>, in Official Record Book 7509, page 226, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7509, page 262, Public Records of Broward County, Florida.

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VENTNOR B CONDOMINIUM, according to the Declaration of Condominium recorded on <u>April 21, 1978</u>, in Official Record Book <u>7526</u>, page <u>708</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7526</u>, page <u>744</u>, Public Records of Broward County, Florida.

VENTNOR C CONDOMINIUM, according to the Declaration of Condominium recorded on <u>April 21, 1978</u>, in Official Record Book 7527, page <u>802</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7527, page <u>838</u>, Public Records of Broward County, Florida.

VENTNOR D CONDOMINIUM, according to the Declaration of Condominium recorded on May 2, 1978, in Official Record Book 7542, page 853, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7543, page 889, Public Records of Broward County, Florida.

VENTNOR E CONDOMINIUM, according to the Declaration of Condominium recorded on May 12, 1978, in Official Record Book 7561, page 107, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7561, page 143, Public Records of Broward County, Florida.

<u>VENTNOR F</u> CONDOMINIUM, according to the Declaration of Condominium recorded on <u>May 23, 1978</u>, in Official Record Book <u>7576</u>, page <u>667</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7576</u>, page <u>703</u>, Public Records of Broward County, Florida.

VENTNOR G CONDOMINIUM, according to the Declaration of Condominium recorded on June 22, 1978 , in Official Record Book 7628 , page 150 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7628 , page 186 , Public Records of Broward County, Florida.

VENTNOR H CONDOMINIUM, according to the Declaration of Condominium recorded on May 12, 1978, in Official Record Book 7561, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7561, page 37, Public Records of Broward County, Florida.

VENTIOR I CONDOMINIUM, according to the Declaration of Condominium recorded on <u>May 24, 1978</u>, in Official Record Book 7579, page <u>334</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7579, page <u>370</u>, Public Records of Broward County, Florida.

VENTNOR J CONDOMINIUM, according to the Declaration of Condominium recorded on June 1, 1978 , in Official Record Book 7591 , page 799 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7591 , page 835 , Public Records of Broward County, Florida.

VENTNOR K CONDOMINIUM, according to the Declaration of Condominium recorded on June 22, 1978 , in Official Record Book 7628 , page 44 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7628 , page 80 , Public Records of Broward County, Florida.

VENTNOR L CONDOMINIUM, according to the Declaration of Condominium recorded on June 29, 1978 , in Official Record Book 7642 , page 610 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7642 , page 646 , Public Records of Broward County, Florida.

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<u>VENTROR M</u> CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 29, 1978</u>, in Official Record Book <u>7642</u>, page <u>504</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7642</u>, page <u>540</u>, Public Records of Broward County, Florida.

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VENTNOR 0\_\_\_\_\_CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_July 19, 1978\_\_\_\_, in Official Record Book \_\_\_7673\_\_, page \_\_\_748\_\_\_, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book \_\_7673, page \_\_784\_\_, Public Records of Broward County, Florida.

VENTNOR P CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 15, 1978</u>, in Official Record Book <u>7718</u>, page <u>203</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7718</u>, page <u>239</u>, Public Records of Broward County, Florida.

<u>VENTNOR 0</u> Of Condominium recorded on <u>June 29, 1978</u>, in Official Record Book <u>7642</u>, page <u>398</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7642</u>, page <u>434</u>, Public Records of Broward County, Florida.

VENTNOR R CONDOMINIUM, according to the Declaration of Condominium recorded on July 19, 1978, in Official Record Book 7673, page 854, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7673, page 890, Public Records of Broward County, Florida.

VENTNOR S Of Condominium recorded on Record Book 7686, page 271, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7686, page 307, Public Records of Broward County, Florida.

WESTBURY A CONDOMINIUM, according to the Declaration of Condominium recorded on June 23, 1977 , in Official Record Book 7083 , page 550 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7083 , page 586 , Public Records of Broward County, Florida.

WESTBURY B CONDOMINIUM, according to the Declaration of Condominium recorded on June 23, 1977, in Official Record Book 7083, page 655, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7083, page 691, Public Records of Broward County, Florida.

WESTBURY C CONDOMINIUM, according to the Declaration of Condominium recorded on June 14, 1977 , in Official Record Book 7069 , page 401 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7069 , page 437 , Public Records of Broward County, Florida.

WESTBURY D CONDOMINIUM, according to the Declaration of Condominium recorded on May 23, 1977 , in Official Record Book 7037 , page 106 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7037 , page 142 , Public Records of Broward County, Florida.

WESTBURY E CONDOMINIUM, according to the Declaration of Condominium recorded on May 23, 1977, in Official Record Book 7037, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7037, page 37, Public Records of Broward County, Florida.

WESTBURY F CONDOMINIUM, according to the Declaration of Condominium recorded on <u>September 13, 1977</u>, in Official Record Book 7199 , page 533 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7199 , page 569 , Public Records of Broward County, Florida. 9987mit 475

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WESTBURY G CONDOMINIUM, according to the Declaration of Condominium recorded on <u>May 23, 1977</u>, in Official ' Record Book <u>7037</u>, page <u>211</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7037</u>, page <u>247</u>, Public Records of Broward County, Florida.

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WESTBURY H CONDOMINIUM, according to the Declaration of Condominium recorded on <u>November 23, 1977</u>, in Official Record Book 7304, page 302, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7304, page 338, Public Records of Broward County, Florida.

WESTBURY I CONDONINIUM, according to the Declaration of Condominium recorded on <u>May 23, 1977</u>, in Official Record Book 7037, page <u>316</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7037, page <u>352</u>, Public Records of Broward County, Florida.

WESTBURY J CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 14, 1977</u>, in Official Record Book <u>7069</u>, page <u>296</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7069</u>, page <u>332</u>, Public Records of Broward County, Florida.

WESTBURY K CONDOMINIUM, according to the Declaration of Condominium recorded on June 23, 1977 , in Official Necord Book 7083 , page 445 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7083 , page 481 , Public Records of Broward County, Florida.

WESTBURY L CONDOMINIUM, according to the Declaration of Condominium recorded on June 23, 1977, in Official Record Book 7083, page 340, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7083, page 376, Public Records of Broward County, Florida.

CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_\_, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book \_\_\_\_\_, page \_\_\_\_\_\_, Public Records of Broward County, Florida.

CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_, and the Long-Term Lease attached therato as Exhibit 2, recorded in Official Record Book \_\_\_\_\_, page \_\_\_\_\_\_, Public Records of Broward County, Florida.

CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_, in Official Record Buok \_\_\_\_\_, page \_\_\_\_\_, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

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ASHBY B CONDOMINIUM, according to the Declaration of Condominium recorded on <u>September 25, 1974</u>, in Official Record Book <u>5945</u>, page <u>759</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5945</u>, page <u>795</u>; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on Public Records of Broward County, Florida.

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BERKSHIRE A CONDOMINIUM, according to the Declaration of Condominium recorded on <u>March 20, 1974</u>, in Official Record Book <u>5682</u>, page <u>42</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5682</u>, page <u>76</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>665</u>, Public Records of Broward County, Florida.

BERKSHIRE B CONDOMINIUM, according to the Declaration of Condominium recorded on May 23, 1974 , in Official Record Book 5774, page 532, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5774, page 568; TOGETHER WITH that cortain amendment recorded on January 6, 1975 , in Official Record Book 6065, page 850 , and Certificate recorded on September 11, 1974 , in Official Record Book 5926, page 668 , Public Records of Broward County, Florida.

BERKSHIRE C CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 18, 1974</u>, in Official Record Book <u>5812</u>, page <u>1</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5812</u>, page <u>37</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>671</u>, Public Records of Broward County, Florida.

BERKSHIRE D CONDOMINIUM, according to the Declaration of Condominium recorded on July 8, 1974 , in Official Record Book 5839, page 537, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5839, page 573; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850 , and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_, Public Records of Broward County, Florida.

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BERKSHIRE E CONDOMINIUM, according to the Declaration of Condominium recorded on July 10, 1974, in Official Record Book 5844, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5844, page 37; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on October 28, 1974, in Official Record Book 5989, page 823, Public Records of Broward County, Florida.

CAMBRIDGE D CONDOMINIUM, according to the Declaration of Condominium recorded on September 6, 1974, in Official Record Book 5922, page 288, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5922, page 324; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on \_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

CAMBRIDGE E CONDOMINIUM, according to the Declaration of Condominium recorded on September 25, 1974, in Official Record Book 5945, page 577, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5945, page 613; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

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DURIAM C CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 6, 1974</u>, in Official Record Book 5794, page <u>585</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5794</u>, page <u>621</u>; TOGETHER WITH that certain amondment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>Soptember 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>635</u>, Public Records of Broward County, Florida.

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DURHAM D CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 6, 1974</u>, in Official Record Book <u>5794</u>, page <u>765</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5794</u>, page <u>801</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>644</u>, Public Records of Broward County, Florida.

DURHAM E CONDOMINIUM, according to the Declaration of Condominium recorded on June 6, 1974 , in Official Record Book 5794, page 675 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5794, page 711 ; TOGETHER WITH that certain amendment recorded on January 6, 1975 , in Official Record Book 6065 , page 850, and Certificate recorded on September 11, 1974, in Official Record Book 5926, page 638 , Public Records of Broward County, Florida.

DURHAM F CONDOMINIUM, according to the Declaration of Condominium recorded on <u>May 24, 1974</u>, in Official Record Book 5778, page 254, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5778, page 290; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book 5926, page674, Public Records of Broward County, Florida.

DURHAM G CONDOMINIUM, according to the Declaration of Condominium recorded on <u>May 10, 1974</u>, in Official Record Book 5754, page <u>833</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5754, page <u>869</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>602</u>, Public Records of Broward County, Florida.

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DURHAM H CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 6, 1974</u>, in Official Record Book 5794, page <u>855</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5794</u>, page <u>891</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, pago <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>641</u>, Public Records of Broward County, Florida.

DURHAM I CONDOMINIUM, according to the Declaration of Condominium recorded on June 6, 1974, in Official Record Book 5795, page 1, and the Long-Torm Leage attached thereto as Exhibit 2, recorded in Official Record Book 5795, page 37; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on September 11, 1974, in Official Record Book 5926, page 653 Public Records of Broward County, Florida.

DURHAM J CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 6, 1974</u>, in Official Record Book 5795, page 91, and the Long-Torm Lease attached thereto as Exhibit 2, recorded in Official Record Book 5795, page 127; TOGETHER WITH that certain amondment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>647</u>, Public Records of Broward County, Florida.

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DURHAM K CONDOMINIUM, according to the Declaration of Condominium recorded on May 23, 1974 , in Official Record Book 5774, page 712 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5774, page 748; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on September 11, 1974, in Official Record Book 5926, page 650, Public Records of Broward County, Florida.

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 DURHAM L CONDOMINIUM, according to the Declaration of Condominium recorded on <u>May 10, 1974</u>, in Official Record Book 5754, page <u>743</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5754, page 779; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_, Public Records of Broward County, Florida.

DURHAM M CONDOMINIUM, according to the Declaration of Condominium recorded on April 1, 1974, in Official Record Book 5697, page 378, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5697, page 414; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Rocord Book 6065, page 850, and Certificate recorded on September 11, 1974, in Official Record Book 5926, page 608, Public Records of Broward County, Florida.

DURHAM N CONDOMINIUM, according to the Declaration Of Condominium recorded on <u>May 23, 1974</u>, in Official Record Book 5774, page 622, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5774, page 658; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book 5926, page 605, Public Records of Broward County, Florida.

DURHAM O CONDOMINIUM, according to the Declaration of Condominium recorded on <u>May 10, 1974</u>, in Official Record Book <u>5754</u>, page <u>653</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5754</u>, page <u>689</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>596</u>, Public Records of Broward County, Florida.

DURHAM P CONDOMINIUM, according to the Declaration of Condominium recorded on <u>May 10, 1974</u>, in Official Record Book 5755, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5755, page <u>37</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u> page <u>850</u>, and Certificate recorded on September 11, 1974, in Official Record Book <u>5926</u>, page <u>590</u>, Public Records of Broward County, Florida.

DURHAM 0 CONDOMINIUM, according to the Declaration of Condominium recorded on <u>April 1, 1974</u>, in Official Record Book <u>5697</u>, page <u>288</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5697</u>, page <u>324</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>629</u>, Public Records of Broward County, Florida.

DURHAM R CONDOMINIUM, according to the Declaration of Condominium recorded on <u>February 21, 1974</u>, in Official Record Book <u>5647</u>, page <u>301</u>, and the Long-Term Lease attached thereto . as Exhibit 2, recorded in Official Record Book <u>5647</u>, page <u>337</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>623</u>, Public Records of Broward County, Florida.

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DURHAM 5 CONDOMINIUM, according to the Declaration of Condominium recorded on <u>February 21, 1974</u>, in Official Record Book 5647, page 391, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5647, page 427; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book 6065, page 850, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book 5926, page 626, Public Records of Broward County, Florida.

<u>DURHAM T</u> CONDOMINIUM, according to the Declaration of Condominium recorded on <u>May 10, 1974</u>, in Official Record Book 5755, page 91, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5755, page 127; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>593</u>, Public Records of Broward County, Florida.

DURHAM U CONDOMINIUM, according to the Declaration of Condominium recorded on February 13, 1974, in Official Record Book 5639, page 860, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5639, page 896; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on September 11, 1974, in Official Record Book 5926, page 632, Public Records of Broward County, Florida.

DURHAM V CONDOMINIUM, according to the Declaration of Condominium recorded on February 13, 1974, in Official Record Book 5640, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5640, page 37; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on September 11, 1974, in Official Record Book 5926, page620, Public Records of Broward County, Florida.

DURHAM W CONDOMINIUM, according to the Declaration of Condominium recorded on April 1, 1974, in Official Record Book 5697, page 110, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5697, page 146; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on September 11, 1974, in Official Record Book 5926, page 614, Public Records of Broward County, Florida.

DURHAM X CONDOMINIUM, according to the Declaration of Condominium recorded on <u>April 1, 1974</u>, in Official Record Book <u>5697</u>, page <u>199</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5697</u>, page <u>235</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>617</u>, Public Records of Broward County, Florida.

DURHAM Y CONDOMINIUM, according to the Declaration of Condominium recorded on <u>April 19, 1974</u>, in Official Record Book <u>5724</u>, page <u>210</u>, and the Long-Torm Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5724</u>, page <u>246</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>611</u>, Public Records of Broward County, Florida.

ELLESMERE C CONDOMINIUM, according to the Declaration of Condominium recorded on July 8, 1974 , in Official Record Book 5839, page 446 , and the Long-Term Lease attached theroto as Exhibit 2, recorded in Official Record Book 5839 , page 482 ; TOGETHER WITH that certain amondment recorded on January 6, 1975 , in Official Record Book 6065 , page 850 , and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_, Public Records of Broward County, Florida.

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ELLESMERE D CONDOMINIUM, according to the Declaration of Condominium recorded on <u>July 10, 1974</u>, in Official Record Book 5844, page <u>364</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5844</u>, page <u>400</u>; TOGETHER WITH that certain amondment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_,

ELLESMERE E CONDOMINIUM, according to the Declaration of Condominium recorded on July 10, 1974 , in Official Record Book 5844, page 91 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5844 , page 127 ; TOGETHER WITH that certain amendment recorded on January 6, 1975 , in Official Record Book 6065, page 850 , and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

FARNHAM A CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 18, 1974</u>, in Official Record Book 5811, page 769, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5811, page 805; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book 6065, page 850, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book 5926, page 656, Public Records of Broward County, Florida.

FARNHAM B CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 18, 1974</u>, in Official Record Book <u>5811</u>, page <u>860</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5811</u>, page <u>896</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u>, in Official Record Book <u>5926</u>, page <u>659</u>, Public Records of Broward County, Florida.

FARNHAM C CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 25, 1974</u>, in Official Record Book <u>5822</u>, page <u>756</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5822</u>, page <u>792</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>September 11, 1974</u> in Official Record Book <u>5926</u>, page <u>662</u>, Public Records of Broward County, Florida.

FARNHAM F CONDOMINIUM, according to the Declaration of Condominium recorded on June 25, 1974, in Official Record Book 5822, page 665, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5822, page 701; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_.

FARNHAM GCONDOMINIUM, according to the Declarationof Condominium recorded on <a href="mailto:june 25, 1974">june 25, 1974</a>, in Official RecordBook <a href="mailto:5822">5822</a>, page <a href="mailto:574">574</a>, and the Long-Term Lease attached thereto</a>as Exhibit 2, recorded in Official Record Book <a href="mailto:5822">5822</a>, page <a href="mailto:610">610</a>;TOGETHER WITH that certain amendment recorded on <a href="mailto:5822">January 6, 1975</a>;in Official Record Book <a href="mailto:6065">6065</a>, page <a href="mailto:850">850</a>, and Cortificate recorded</a>on <a href="mailto:public Records of Broward County">public Records of Broward County</a>, Florida.

FARNHAM H CONDOMINIUM, according to the Declaration of Condominium recorded on <u>July 8, 1974</u>, in Official Record Book <u>5839</u>, page <u>355</u>, and the Long-Term Lease attached therato as Exhibit 2, recorded in Official Record Book <u>5839</u>, page <u>391</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>in Official Record Book</u>, page <u>...</u>, page <u>...</u>, REC 9987 PAGE 48

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FARNHAM I CONDOMINIUM, according to the Declaration
 Ol Condominium recorded on July 10, 1974 . in Official Record
 Book 5844, page 182, and the Long-Term Lease attached thereto
 as Exhibit 2, recorded in Official Record Book 5844, page 218;
 TOGETHER WITH that certain amendment recorded on January 6, 1975,
 in Official Record Book 6065, page 850, and Certificate recorded
 on , in Official Record Book . , page ...., page ...., page .....,

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FARNHAM L CONDOMINIUM, according to the Declaration of Concominium recorded on July 16, 1974, in Official Record Book 5852, page 134, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5852, page 170; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_, Public Records of Broward County, Florida. FARNHAN M \_\_\_\_\_\_\_ CONDOMINIUM, according to the Declaration

FARNHAM M CONDOMINIUM, according to the Declaration of Condominium recorded on August 13, 1974, in Official Record Book 5852, page 225, and the Long Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5852, page 277; re-recorded on August 16, 1974, in Official Record Book 5890, page 1 and Official Records Book 5890, page 37, respectively, TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Records Book 6065, page 850, and Certificate recorded on October 28, 1974, in Official Records Book 5989, page 811, public records of Broward County, Florida.

FARNHAM P CONDOMINIUM, according to the Declaration of Condominium recorded on <u>July 21, 1976</u>, in Official Record Book <u>6661</u>, page <u>131</u>, and the Long-Term Lease ettached thereto as Exhibit 2, recorded in Official Record Book <u>6661</u>, page <u>167</u>; TOGETHER WITH that certain amendment recorded on in Official Record Book , page , and Certificate recorded on <u>August 3, 1976</u>, in Official Record Book <u>6675</u>, page <u>467</u>, Public Records of Broward County, Florida.

GRANTHAM B CONDOMINIUM, according to the Declaration of Condominium recorded on <u>June 16, 1976</u>, in Official Record Book <u>6622</u>, page <u>535</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6622</u>, page <u>571</u>; TOGETHER WITH that certain amendment recorded on in Official Record Book <u>page</u>, and Certificate recorded cn <u>July 9, 1976</u>, in Official Record Book <u>6647</u>, page <u>901</u>, Public Records of Broward County, Florida.

<u>GRANTHAM E</u> CONDOMINIUM, according to the Declaration of Condominium recorded on <u>January 6, 1977</u>, in Official Record Book <u>6861</u>, page <u>793</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6861</u>, page <u>828</u>, TOGETHER WITH that certain amendment recorded on in Official Record Book , page , and Certificate recorded on , in Official Record Book <u>6885</u>, page 1...,

HARWODD ACONDOMINIUM, according to the Declaration.of Condominium recorded onAugust 6, 1974in Official RecordBook 5881, page 208, and the Long-Term Lease attached theretoas Exhibit 2, recorded in Official Record Book 5881, page 244TOGETHER WITH that certain amendment recorded onJanuary 6, 1975,ononPublic Records of Broward County, Florida.

HAPWOOD B CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 6, 1974</u>, in Official Record Book <u>5881</u>, page <u>299</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5881</u>, page <u>335</u>; TOSETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, on <u>Deficial Record Book 6065</u>, page <u>850</u>, and Certificate recorded Public Records of Broward County, Florida. IARWOOD GCONDOMINIUM, according to the DeclarationOf Condominium recorded on September 25, 1974, in Official RecordBook 59.46, page 1, and the Long-Term Lease attached theretoas Exhibit 2, recorded in Official Record Book 59.46, page 37;TOGETHER WITH that certain amendment recorded on January 6, 1975in Official Record Book 6065, page 850, and Certificate recordedon, in Official Record Book \_\_\_\_, page \_\_\_\_,Public Records of Broward County, Florida.

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HARWOOD H CONDOMINIUM, according to the Declaration of Condominium recorded on <u>September 11, 1974</u>, in Official Record Book <u>5927</u>, page <u>880</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5927</u>, page <u>916</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

HARWOOD ICONDOMINIUM, according to the Declarationof Condominium recorded on September 25, 1974, in Official RecordBook 5946, page 92, and the Long-Term Lease attached theretoas Exhibit 2, recorded in Official Record Book 5946, page 128;TOGETHER WITH that certain amendment recorded on January 6, 1975,in Official Record Book 6065, page 850, and Certificate recordedon, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_,Public Records of Broward County, Florida.

HARWOOD J CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 27, 1974</u>, in Official Record Book 5907, page 547, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5907, page 583; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book 6065, page <u>850</u>, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page\_\_\_\_, Public Records of Broward County, Florida.

**RESWICK A CONDOMINIUM, according to the Declaration** Of Condominium recorded on <u>August 27, 1974</u>, in Official Record Book <u>5907</u>, page <u>92</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5907</u>, page <u>128</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_, Public Records of Broward County, Florida.

KESWICK B CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 27, 1974</u>, in Official Record Book 5907, page <u>183</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5907</u>, page <u>219</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on <u>, in Official Record Book</u> <u>page</u>, <u>Public Records of Broward County</u>, Florida.

LYNDHURST H CONDOMINIUM, according to the Declaration of Condominium recorded on August 27, 1974, in Official Record Book 5907, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5907, page 37; TOCETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_ Public Records of Broward County, Florida.

LYNDHURST I CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 27, 1974</u>, in Official Record Book 5907, page <u>365</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5907</u>, page 401; TOGETHER WITH that cortain amendment recorded on January 6, 1975, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_, page \_\_\_\_, Public Records of Broward County, Florida. REC 9987 PAGE 4 S

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LYNDHURST J CONDOMINIUM, according to the Declaration of Condominium recorded on <u>September 11, 1974</u>, in Official Record Book <u>5928</u>, page <u>1</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5928</u>, page <u>37</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

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MARKHAM G CONDOMINIUM, according to the Declaration of Condominium recorded on August 27, 1974 , in Official Record Book 5907, page 274 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5907, page 310 ; TOGETHER WITH that certain amendment recorded on January 6, 1975 , in Official Record Book 6065, page 850 , and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

MARKHAM H CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 27, 1974</u>, in Official Record Book <u>5907</u>, page <u>456</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5907</u>, page <u>492</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_, Public Records of Broward County, Florida.

MARKHAM I CONDOMINIUM, according to the Declaration of Condominium recorded on <u>September 25, 1974</u>, in Official Record Book <u>5945</u>, page <u>486</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5945</u>, page <u>522</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on \_\_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page\_\_\_\_, Public Records of Broward County, Florida.

MARKHAM N CONDONINIUM, according to the Declaration of Condominium recorded on September 11, 1974, in Official Record Book 5928, page 92, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5928, page 128; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_, page \_\_\_\_, Public Records of Broward County, Florida.

MARKHAM.O CONDOMINIUM, according to the Declaration of Condominium recorded on <u>August 27, 1974</u>, in Official Record Book 5907, page <u>638</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>5907</u>, page <u>674</u>; TOGETHER WITH that certain amendment recorded on <u>January 6, 1975</u>, in Official Record Book <u>6065</u>, page <u>850</u>, and Certificate recorded on \_\_\_\_\_\_\_\_ in Official Record Book \_\_\_\_\_\_\_, page \_\_\_\_\_\_\_

MARKHAM P CONDOMINIUM, according to the Declaration of Condominium recorded on September 25, 1974, in Official Record Book 5945, page 850, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5945, page 886; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on \_\_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_ Public Records of Broward County, Florida.

MARKHAM Q CONDOMINIUM, according to the Declaration of Condominium recorded on September 25, 1974, in Official Record Book 5945, page 668, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 5945, page 704; TOGETHER WITH that certain amendment recorded on January 6, 1975, in Official Record Book 6065, page 850, and Certificate recorded on \_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_, Public Records of Broward County, Florida.

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OAKRIDGE F CONDOMINIUM, according to the Declaration of Condominium recorded on <u>April 19, 1977</u>, in Official Record Book 6990, page <u>665</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>6990</u>, page <u>701</u>; TOGETHER WITH that certain amendment recorded on in Official Record Book \_\_\_\_\_, page \_\_\_\_, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book <u>7036</u>, page <u>393</u>, Public Records of Broward County, Florida.

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OAKRIDGE O CONDOMINIUM, according to the Declaration of Condominium recorded on January 6, 1977, in Official Record Book 6861, page 897, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6861, page 933; TOGETHER WITH that certain amendment recorded on in Official Record Book , page , and Certificate recorded on , in Official Record Book 6887, page 235, Public Records of Broward County, Florida.

OAKRIDGE P CONDOMINIUM, according to the Declaration of Condominium recorded on January 6, 1977, in Official Record Book 6862, page 1, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 6862, page 37; TOGETHER WITH that certain amendment recorded on in Official Record Book \_\_\_\_\_, page \_\_\_\_, and Certificate recorded on January 25, 1977 \_\_\_\_, in Official Record Book 6885 , page 102 , Public Records of Broward County, Florida.

UPMINSTER BCONDOMINIUM, according to the Declarationof Condominium recorded on August 2, 1976, in Official RecordBook 6673, page 231, and the Long-Term Lease attached theretoas Exhibit 2, recorded in Official Record Book 6673, page 267;TOGETHER WITH that certain amendment recorded on,in Official Record Book, page \_\_\_\_\_, and Certificate recordedon\_\_\_\_\_\_, in Official Record Book 6716, page 330Public Records of Broward County, Florida.

CONDONINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_, and the Long-Term Lease attached thereto us Exhibit 2, recorded in Official Record Book \_\_\_\_\_, page \_\_\_\_\_; TOGETHER WITH that certain amendment recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_, and the Long-Term wease attached thereto as Exhibit 2, recorded in Official Record Book \_\_\_\_\_, page \_\_\_\_\_; TOGETHER WITH that certain amendment recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, and Certificate recorded on \_\_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

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CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_, and the Long-Torm Lease attached thereto as Exhibit 2, recorded in Official Record Book \_\_\_\_\_, page \_\_\_\_\_; TOGETHER WITH that certain amendment recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

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TILFORD TCONDOMINIUM, according to the DeclarationOf Condominium recorded on <u>November 9, 1978</u>, in Official RecordBook <u>7864</u>, page <u>651</u>, and the Long-Term Lease attached theretoas Exhibit 2, recorded in Official Record Book <u>7864</u>, page <u>688</u>;TOGETHER WITH that certain amendment recorded on \_\_\_\_\_\_\_,in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_\_,on \_\_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_\_,Public Records of Broward County, Florida.

TILFORD U CONDOMINIUM, according to the Declaration of Condominium recorded on <u>November 9, 1978</u>, in Official Record Nook 7864, page 762, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7864, page 799; TOGETHER WITH that certain amendment recorded on in Official Record Book \_\_\_\_\_, page \_\_\_\_, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

TILFORD V CONDOMINIUM, according to the Declaration of Condominium recorded on December 11, 1978 , in Official Record Book 7920, page 816, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 7920, page 853; TOGETHER WITH that certain amendment recorded on , in Official Record Book , page , and Certificate recorded

in Official Record Book \_\_\_\_\_, page \_\_\_\_, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_6716, page \_330, Public Records of Broward County, Florida.

TILFORD W CONDONINIUM, according to the Declaration of Condominium recorded on <u>January 26, 1979</u>, in Official Record Book <u>8008</u>, page <u>262</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>8008</u>, page <u>299</u>; TOGETHER WITH that certain amendment recorded on in Official Record Book \_\_\_\_\_, page \_\_\_\_, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

TILFORD XCONDOMINIUM, according to the Declarationof Condominium recorded on <a href="February 15, 1979">February 15, 1979</a>, in Official RecordBook 8047, page 287, and the Long-Term Lease attached theretoas Exhibit 2, recorded in Official Record Book 8047, page 324;TOGETHER WITH that certain amendment recorded onin Official Record Bookon\_\_\_\_\_\_, in Official Record Bookon\_\_\_\_\_\_, in Official Record BookPublic Records of Broward County, Florida.

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SWANSEACONDOMINIUM, according to the Declarationof Condominium recorded onDecember 6, 1978, in Official RecordBook 7911, page 380, and the Long-Tarm Lease attached theretoas Exhibit 2, recorded in Official Record Book 7911, page 418;TOGETHER WITH that certain amendment recorded onin Official Record Book, pageon, in Official Record BookPublic Records of Broward County, Florida.

CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book \_\_\_\_\_, page \_\_\_\_\_; TOGETHER WITH that certain amondment recorded on in Official Record Book \_\_\_\_\_, page \_\_\_\_\_; on \_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_; Public Records of Broward County, Florida.

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PRESCOTT K CONDOMINIUM, according to the Declaration of Condominium recorded on <u>December 11, 1978</u>, in Official Record Book <u>7920</u>, page 201, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>7920</u>, page <u>738</u>; TOGETHER WITH that certain amendment recorded on <u>, in Official Record Book</u>, page <u>, and Certificate recorded</u> on <u>, in Official Record Book</u>, page <u>, ange \_, page \_, the the terms of terms of the terms of the terms of terms of the terms of </u>

PRESCOTT L CONDOMINIUM, according to the Declaration of Condominium recorded on February 15, 1979, in Official Record Book 8047, page 172, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book \*047, page 209; TOGETHER WITH that certain amendment recorded on in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, and Certificate recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

PRESCOTT M CONDOMINIUM, according to the Declaration of Condominium recorded on January 24, 1979 , in Official Record Book 8003, page 435 , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book 8003 , page 472 ; TOGETHER WITH that certain amendment recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_, and Certificate recorded on \_\_\_\_\_\_\_, in Official Record Book 6716, page 330 , Public Records of Broward County, Florida.

PRESCOTT N CONDOMINIUM, according to the Declaration of Condominium recorded on <u>January 24, 1979</u>, in Official Record Book <u>8003</u>, page <u>550</u>, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>8003</u>, page <u>587</u>; TOGETHER WITH that certain amendment recorded on in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, and Certificate recorded on \_\_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida.

PRESCOTT 0 CONDOMINIUM, according to the Declaration of Condominium recorded on <u>January 24</u>, 1979 , in Official Record Book <u>8003</u>, page <u>665</u> , and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book <u>8003</u>, page <u>702</u>; TOGETHER WITH that certain amendment recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_, and Certificate recorded on \_\_\_\_\_\_\_, in Official Record Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Broward County, Florida. 뛇潜

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CONDOMINIUM, according to the Declaration of Condominium recorded on \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_\_, page \_\_\_\_\_\_, and the Long-Term Lease attached thereto as Exhibit 2, recorded in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_; TOGETHER WITH that certain amendment recorded on \_\_\_\_\_\_\_, page \_\_\_\_\_; in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_\_, on \_\_\_\_\_\_\_, in Official Record Book \_\_\_\_\_\_, page \_\_\_\_\_\_, Public Records of Broward County, Florida.

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Together with all amendments to said leases which have heretofore been recorded in the Public Records of Broward County, Florida; all individual leases executed by any unit owners who are members of the lessee condominium associations reflected as lessee associations in the aforereferenced leases (a memorandum of execution of the leases by such individual lessees having been recorded in the Public Records of Broward County, Florida, and any amendments thereto).

£ ...

That certain lease between Century Village East, Inc. and D.R.F., Inc., dated December 30, 1981 and modified January 15, 1982.

Schedule A

Assignment of leases, rents and profits in favor of American Savings and Loan Association of Florida, in Official Record Book 6129, at Page 36, as modified in` Official Record Book 6236, at Page 75, Public Records of Broward County, Florida. 1.

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Assignment of long term lease in favor of American Savings and Loan Association of Florida, in Official Record Book 6129, at Page 33, as modified in Official Record Book 6236, ag Page 71, Public Records of Broward County, Florida. 2.

And, all of the documents collaterally relating to the assignments referred to above, as recorded in the Pub-lic Records of Broward County, Florida.

RECOMPTION AND COUNTY TOTAL STORM COUNTY ADMINISTRATOR

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Instr# 115406063 , Page 1 of 2, Recorded 10/25/2018 at 08:46 AM Broward County Commission

Filing # 79822844 E-Filed 10/24/2018 04:09:59 PM

#### IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. CONO17001412 DIVISION 72 JUDGE John Hurley

**BD AR FL I, LLC** Plaintiff(s) / Petitioner(s) v.

Anna M Downey, et al Defendant(s) / Respondent(s)

#### AGREED ORDER

### ORDER APPOINTING ATTORNEY AD LITEM/ GUARDIAN AD LITEM/ADMINISTRATOR AD LITEM

THIS MATTER having been before the court on the plaintiffs Petition for Appointment Attorney ad litem, and the court having considered the petition and the affidavit of Jerome R. Schechter, Esq., hereby appoints Jerome R. Schechter, Esq., as attorney ad litem for Defendant, ANN M. DOWNEY, for the purpose of determining whether such heirs exists and their interest in the real property, and to represent the interest of Defendant in the above-styled action.

Jerome R. Schechter, Esq., shall serve and post a bond in the amount of \$0.00 and the appointment as attorney ad litem will become effective immediately on filing of the oath. Service of process on the attorney ad litem shall not be necessary because he shall appear without service of process. The attorney ad litem shall be entitled to reasonable compensation in the amount of \$350.00. This compensation shall be paid by Plaintiff

and shall be an administrative expense payable from the proceeds of the sale of the subject property.

DONE AND ORDERED in Chambers, at Deerfield Beach, Broward County, Florida this

Instr# 115406063 , Page 2 of 2, End of Document

CaseNo: CONO17001412 Page 2 of 2

**DONE** and **ORDERED** in Chambers, at Broward County, Florida on <u>10-24-2018</u>.

CON017007412 10-242018 4-00 PM

CONO17001412 10-24-2018 4:09 PM

## Hon. John Hurley

## COUNTY JUDGE

Electronically Signed by John Hurley

### **Copies Furnished To:**

Brian Abelow , E-mail : <u>brian@bmwlawyers.net</u> Brian Abelow , E-mail : <u>nicole@bmwlawyers.net</u> Mark S Mucci Esq. , E-mail : <u>MSM@BMWlawyers.net</u> Mark S Mucci Esq. , E-mail : <u>lcfox@bmwlawyers.net</u> Mark S Mucci Esq. , E-mail : <u>nicole@BMWlawyers.net</u> DATE: March 1st, 2019 PROPERTY ID # 484203-K7-0070 (TD # 42573)

# WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

ANNA M DOWNEY 231 NEWPORT O DEERFIELD BEACH, FL 33442

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 91 VENTNOR E, DEERFIELD BEACH FL 33442 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY OTHER PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED FOR SALE. <u>IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN</u> THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.

PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; <u>PERSONAL OR</u> BUSINESS CHECKS ARE NOT ACCEPTED.

AMOUNTS SHOWN BELOW ARE <u>ESTIMATED</u> AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE <u>PRIOR TO</u> SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

MAKE CASHIER'S CHECK OR MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

\* Estimated Amount due if paid by March 29, 2019 ......\$3,737.14

Or

\* Estimated Amount due if paid by April 16, 2019 ......\$3,780.21

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>April 17, 2019</u> UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT www.broward.org/recordstaxestreasury DATE: March 1st, 2019 PROPERTY ID # 484203-K7-0070 (TD # 42573)

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BANK OF AMERICA, N.A. PO BOX 26041 GREENSBORO, NC 27420

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### **WARNING** PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

SUNTRUST BANK 7455 CHANCELLOR DRIVE ORLANDO, FL 32809

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BD AR FL I, LLC BD FLA I, LLC PO BOX 1974 K HALLANDALE BEACH, FL 33008

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 91 VENTNOR E, DEERFIELD BEACH FL 33442 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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## **WARNING** PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

BD AR FL I, LLC MARK S MUCCI, ESQ. BENSON, MUCCI & WEISS, P.L.

5561 NORTH UNIVERSITY DRIVE, SUITE 102 CORAL SPRINGS, FL 33067

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 91 VENTNOR E, DEERFIELD BEACH FL 33442 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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# WARNING

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CVE MASTER MANAGEMENT COMPANY, INC. 3501 WEST DRIVE DEERFIELD BEACH, FL 33442-2085

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 91 VENTNOR E, DEERFIELD BEACH FL 33442 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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## **WARNING** PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

CVRF DEERFIELD, LIMITED 117 W. 72ND ST. SUITE 5W NEW YORK, NY 10023

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 91 VENTNOR E, DEERFIELD BEACH FL 33442 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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### **WARNING** PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

CVRF DEERFIELD, LIMITED C/O ASSOCIATION LAW GROUP

PO BOX 311059 MIAMI, FL 33231

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SUNSHINE STATE CERTIFICATES VI, LLLP SUNSHINE STATE CERTIFICATES VI, LLLP/BANKUNITED, TRUSTEE 7900 MIAMI LAKES DRIVE WEST MIAMI LAKES, FL 33016

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CITY OF DEERFIELD BEACH 150 NE 2 AVE DEERFIELD BEACH, FL 33441

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AGENTS AND CORPORATIONS, INC., REGISTERED AGENT O/B/O BD AR FL I, LLC BD FLA I, LLC 300 FIFTH AVE S, SUITE 101-330 NAPLES, FL 34102

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ANDREW WINSTON, ESQ, REGISTERED AGENT O/B/O CVE MASTER MANAGEMENT COMPANY, INC 2924 DAVIE ROAD 201 FORT LAUDERDALE, FL 33314

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ASSOCIATION LAW GROUP, P.L., REGISTERED AGENT O/B/O CVRF DEERFIELD, LIMITED 1200 BRICKELL AVE PH2000 MIAMI, FL 33131

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EAST COAST MAINTENANCE & MANAGEMENT, REGISTERED AGENT O/B/O VENTNOR "Eâ€□ CONDOMINIUM ASSOCIATION, INC. 410 SOUTH MILITARY TRAIL DEERFIELD BEACH, FL 33442

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JEROME R SCHECHTER, ESQ. AS ATTORNEY AD LITEM FOR ANNA M DOWNEY

1995 E OAKLAND PARK BLVD #210 FORT LAUDERDALE, FL 33306

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\*ACRICH,ANDREW JARA RANGEL,MARIA 90 VENTNOR E DEERFIELD BEACH, FL 33442

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\*SKLAVOUNOS,ROSCELLY 92 VENTNOR E DEERFIELD BEACH, FL 33442

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Property Id: 484203K70070

\*\*Please see map disclaimer



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:         <ul> <li>TD 42573 APRIL 2019 WARNING JEROME R SCHECHTER, ESQ. AS ATTORNEY AD LITEM FOR ANNA M DOWNEY</li> <li>1995 E OAKLAND PARK BLVD #210 FORT LAUDERDALE, FL 33306</li> </ul> </li> </ul>	A. Signature B. Received by (Ptinted Name) C. Date of Delivery KCILY HOLLOW 3/V D. Is delivery address different from item 1? Yes If YES, enter delivery address below: No
	3. Service Type       □ Priority Mail Express®         □ Adult Signature       □ Registered Mail™         □ Adult Signature Restricted Delivery       □ Registered Mail Restricted Delivery         □ Certified Mail®       □ Return Receipt for         □ Collect on Delivery       □ Signature Confirmation™         □ Collect on Delivery       □ Signature Confirmation™
	Domestic Return Receipt

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TD 42571 APRIL 2019 WARNING BLACK DIAMOND OF FLORIDA, LLC, REGISTERED AGENT O/B/O BD AR FL II, LLC 1801 SOUTH OCEAN DRIVE SUITE K HALLANDALE BEACH, FL 33009	D. Is delivery address different from item 1?  Yes If YES, enter delivery address below:  No
9590 9402 4654 8323 8662 36	3. Service Type       □ Priority Mail Express®         □ Adult Signature       □ Registered Mail™         □ Adult Signature Restricted Delivery       □ Registered Mail™         □ Adult Signature Restricted Delivery       □ Registered Mail™         □ Certified Mail®       □ Delivery         □ Collect on Delivery       □ Return Receipt for Merchandise         □ Collect on Delivery Restricted Delivery       □ Signature Confirmation™
7018 2290 0001 3407 0859	Insured Mall     ied Mail Restricted Delivery     \$500)
108 Earm 38111 1111 2015 PSN 7530-02-000-9053	Domestic Return Receipt

