

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

# **UPDATE REPORT**

## UPDATE ORDER DATE: 05/16/2019

# REPORT EFFECTIVE DATE: PREVIOUS SEARCH UP TO 05/15/2019 CERTIFICATE # 2015-16496 ACCOUNT # 514015AA3150 ALTERNATE KEY # 573694 TAX DEED APPLICATION # 43060

## 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 #303 Building "N" of Plymouth, at Century Village Condominium #III, according to the Declaration of Condominium thereof, recorded in official Record Book 25997, at Page 359, of the Public Records of Broward County, Florida, as may be and/or has been amended from time to time in accordance with the laws of State of Florida, by amendment(s) recorded in said Public Records.

## PROPERTY ADDRESS: 571 SW 141 AVENUE #303N, PEMBROKE PINES FL 33027

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

LIZA P DANIELS EST 571 SW 141 AVE UNIT 303N PEMBROKE PINES, FL 33027-1521 (Matches Property Appraiser records.)

LIZA P DANIELS EST 186 DELAWARE AVE APT B TROY, NY 12180-5430 (Per Tax Collector billing address)

## **APPARENT TITLE HOLDER & ADDRESS OF RECORD:**

MORRIS ROTHENBERG AND ESTATE OF LIZA DANIELS, DECEASED 571 SW 141ST AVENUE PEMBROKE PINES, FL 33027 (Per Deeds)

(Property Appraiser indicates that Liza P. Daniels is deceased. No Death Certificate or Probate Documents were found in the Official Records of Broward County. Morris Rothenberg is not included by the Property Appraiser as an additional owner and is believed to be deceased. However, no Death Certificate or Probate documents were found or needed due to title being held as joint tenants with right of survivorship and therefore not subject to probate.)

NOTE: Images and attachments from previous search not included in update.

# **MORTGAGE HOLDER OF RECORD:**

No new documents found.

**LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:** No new documents found.

# **UPDATE REPORT – CONTINUED**

# PARCEL IDENTIFICATION NUMBER: 5140 15 AA 3150

CURRENT ASSESSED VALUE: \$129,290 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:** No new documents found.

\*\*Update search found no new recorded documents.

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.

Christina Young

Title Examiner



Site Address	571 SW 141 AVENUE #303N, PEMBROKE PINES FL 33027	ID #	5140 15 AA 3150
Property Owner	DANIELS,LIZA P EST	Millage	2613
Mailing Address	571 SW 141 AVE UNIT 303N PEMBROKE PINES FL 33027- 1521	Use	04
Abbr Legal Description	PLYMOUTH AT CENTURY VILLAGE #3 UNIT 303 BLDG N	-	

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 Assessm	ent \	/alues					
Year Land	Build Improv					rket Assess SOH Va				Тах
<b>2018</b> \$12,930	\$116,	360	\$1	29,29	90	\$	129,2	90		
<b>2017</b> \$11,910	\$107,	170	\$1	19,08	30	\$	672,95	50	\$	930.48
<b>2016</b> \$10,790	\$97,0	90	\$1	07,88	30	\$	671,45	50	\$	926.58
20	018 Exempt	ions an	d Taxable Va	lues	by Ta	xing Auth	ority			
	Co	unty	Scho	ol B	oard	Mu	nicipa	al	In	dependent
Just Value	\$129	9,290		\$129	,290	\$1	29,29	0		\$129,290
Portability	Î	0			0			0		0
Assessed/SOH	\$129	9,290		\$129	,290	\$1	29,29	0		\$129,290
Homestead	Î	0			0			0	0	
Add. Homestead	0			0			0		0	
Wid/Vet/Dis	0			0				0		0
Senior		0		0				0		0
Exempt Type	0		0				0		0	
Taxable	\$129,290		\$129,		,290	\$1	29,29	0		\$129,290
Sa	les History					Li	and C	alculatio	ons	
Date Type	Price	Boo	k/Page or Cl	N	P	rice		Factor		Туре
2/25/2014 DRR-T	\$100		112122088							
12/13/2013 QCD-T	\$100		112003132							
9/24/2013 QCD-T	\$100		111834468							
12/24/1997 WD	\$101,900		27584 / 881							
						Adj. B	ldg. S	6.F.		1364
						Units/B	eds/B	aths		1/2/2
						Eff./Act	. Yea	Built: 1	998/1	997
		Sp	ecial Assess	men	ts					
Fire Garb Li	ight	Drain	Impr	S	afe	Storn	n	Clear	n	Misc

	Special Assessments											
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc				
26			3C									
R			3C									
1			.04									



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# **PROPERTY INFORMATION REPORT**

## **ORDER DATE:** 02/04/2019

**REPORT EFFECTIVE DATE: 20 YEARS UP TO** 01/31/2019 **CERTIFICATE #** 2015-16496 **ACCOUNT #** 514015AA3150 **ALTERNATE KEY #** 573694 **TAX DEED APPLICATION #** 43060

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 #303 Building "N" of Plymouth, at Century Village Condominium #III, according to the Declaration of Condominium thereof, recorded in official Record Book 25997, at Page 359, of the Public Records of Broward County, Florida, as may be and/or has been amended from time to time in accordance with the laws of State of Florida, by amendment(s) recorded in said Public Records.

PROPERTY ADDRESS: 571 SW 141 AVENUE #303N, PEMBROKE PINES FL 33027

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

LIZA P DANIELS EST 571 SW 141 AVE UNIT 303N PEMBROKE PINES, FL 33027-1521 (Matches Property Appraiser)

# **APPARENT TITLE HOLDER & ADDRESS OF RECORD:**

MORRIS ROTHENBERG AND ESTATE OF LIZA DANIELS, DECEASED 571 SW 141ST AVENUE PEMBROOKE PINES, FL 33027 (Per Deeds) OR: 50208, Page: 539 OR: 50428, Page: 350 OR: 50573, Page: 1989

LIZA P DANIELS EST 186 DELAWARE AVE APT B TROY, NY 12180-5430 (Per Tax Roll billing address)

(Property Appraiser indicates that Liza P. Daniels is deceased. No Death Certificate or Probate documents were found in the Official Records of Broward County. Morris Rothenberg is not included by the Property Appraiser as an additional owner and is believed to be deceased. However, no Death Certificate or Probate documents were found or needed due to title being held as joint tenants with right of survivorship and therefore not subject to probate)

MORTGAGE HOLDER OF RECORD:

None found.

## LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

IDE TECHNOLOGIES, INC 3100 N. 29 COURT HOLLYWOOD, FL 33020 (Tax Deed Applicant)

PLYMOUTH AT CENTURY VILLAGE CONDOMINIUM #III ASSOCIATION, INC. 13460 SW 10 STREET SUITE 101 PEMBROKE PINES, FL 33027 (Per Sunbiz. Declaration recorded in 25997-359.)

CHARLIE OTTO ESQ, REGISTERED AGENT O/B/O PLYMOUTH AT CENTURY VILLAGE CONDOMINIUM #III ASSOCIATION, INC. 2699 STIRLING RD SUITE C-207 FORT LAUDERDALE, FL 33312 (Per Sunbiz)

MARY JANE MEROLA, REGISTERED AGENT O/B/O PINES MASTER MANAGEMENT, INC. 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401 (Per Sunbiz. Declaration recorded in 25997-359. Master Management Company.)

MARY JANE MEROLA, REGISTERED AGENT O/B/O PINES COMMUNITY SERVICES AND FACILITIES ASSOCIATION, INC. 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401 (Per Sunbiz. Declaration recorded in 11999-79.)

MARY J MEROLA, REGISTERED AGENT O/B/O PINES RECREATIONAL FACILITIES ASSOCIATION, INC. 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401 (Per Sunbiz. Declaration recorded in 11999-96.)

MARY JANE MEROLA, REGISTERED AGENT O/B/O C.V.P. COMMUNITY CENTER, INC. 1601 FORUM PLACE SUITE 500 WEST PALM BEACH, FL 33401 (Per Sunbiz. Lease 25997-415 included within Declaration at 25997-359.)

# **PROPERTY INFORMATION REPORT – CONTINUED**

# PARCEL IDENTIFICATION NUMBER: 5140 15 AA 3150

CURRENT ASSESSED VALUE: \$129,290 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: Warranty Deed OR: 25784, Page: 881

Lease

OR: 25997, Page: 415

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.

Suzette Servas

Title Examiner



Site Address	571 SW 141 AVENUE #303N, PEMBROKE PINES FL 33027	ID #	5140 15 AA 3150
Property Owner	DANIELS,LIZA P EST	Millage	2613
Mailing Address	571 SW 141 AVE UNIT 303N PEMBROKE PINES FL 33027- 1521	Use	04
Abbr Legal Description	PLYMOUTH AT CENTURY VILLAGE #3 UNIT 303 BLDG N		

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).

					_									
						-	ty Assessm							
Year		Land			uilding provem			Just / Market Value			Assessed / SOH Value			Тах
2018	\$1	2,930		\$^	116,360	)	\$1:	29,29	0		\$129,290			
2017	\$1	1,910		\$1	107,170	)	\$1	19,08	0		\$72,9	50	\$9	930.48
2016	\$1	0,790		\$	97,090		\$1	07,88	80		\$71,4	50	\$9	926.58
			20	18 Exe	mptior	ns and	l Taxable Va	lues	by Ta	king Au	uthority			
					Coun	ity	Scho	ol Bo	bard	Ν	/lunicip	al	Ind	ependent
Just Valu	Ie			, ex	\$129,29	90		\$129	,290		\$129,29	90		\$129,290
Portabilit	y					0			0			0		0
Assesse	d/SOH			0,	\$129,29	90	:	\$129	,290		\$129,29	90		\$129,290
Homeste	ad					0			0			0		0
Add. Hor	nestea	ad				0			0			0		0
Wid/Vet/[	Dis					0			0		0		0	
Senior					0		0			0		0		
Exempt 7	уре					0					0		0	
Taxable				e e	\$129,290			\$129,290		\$129,290		\$129,290		
			Sal	es Hist	tory						Land C	Calculatio	ons	
Date	•	Тур	e	Price	e	Book	ook/Page or CIN			rice		Factor		Туре
2/25/20	14	DRR-	т	\$100		1	12122088							
12/13/20	)13	QCD-	Т	\$100		1	12003132							
9/24/20	13	QCD-	Т	\$100		1	11834468							
12/24/19	97	WD		\$101,9	00	2	7584 / 881							
										Adj	. Bldg. S	S.F.		1364
			ŧ							Units	/Beds/E	Baths		1/2/2
										Eff./A	ct. Yea	r Built: 1	998/1	997
						Spe	cial Assess	men	s					
Fire	G	arb	Li	ght	Dra	ain	Impr	S	afe	Sto	orm	Clea	n	Misc
26					3C	;							Î	
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1					.04	4							Î	

http://www.bcpa.net/recinfo-frozen-1018.asp?URL\_Folio=514015AA3150

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

# **CERTIFICATE OF MAILING NOTICES**

## Tax Deed #43060

## 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 August 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:

MORRIS ROTHENBERG 571 SW 141ST AVENUE PEMBROKE PINES, FL 33027 CITY OF PEMBROKE PINES FINANCE DEPARTMENT	C.V.P. COMMUNITY CENTER, INC 13330 SW 10 ST PEMBROKE PINES, FL 33027 DANIELS,LIZA P EST 571 SW 141 AVE UNIT 303N	C.V.P. COMMUNITY CENTER, INC 1601 FORUM PL STE 500 WEST PALM BEACH, FL 33401 DANIELS,LIZA P EST 186 DELAWARE AVE APT B	C.V.P. COMMUNITY CENTER, INC C/O MEROLA, MARY JANE 1601 FORUM PL STE 500 WEST PALM BEACH, FL 33401 ESTATE OF LIZA DANIELS 571 SW 141 AVE
ATTN MELINDA 601 CITY CENTER WAY PEMBROKE PINES, FL 33025	PEMBROKE PINES, FL 33027- 1521	TROY, NY 12180-5430	PEMBROKE PINES, FL 33027
MARY JANE MEROLA, REGISTERED AGENT O/B/O PINES MASTER MANAGEMENT, INC 1601 FORUM PL STE 500 WEST PALM BEACH, FL 33401	PINES COMMUNITY SERVICES AND FACILITIES ASSOCIATION, INC 1601 FORUM PL STE 500 WEST PALM BEACH, FL 33401	PINES COMMUNITY SERVICES AND FACILITIES ASSOCIATION, INC 13300 SW 10 ST PEMBROKE PINES, FL 33027	PINES COMMUNITY SERVICES AND FACILITIES ASSOCIATION, INC C/O MARY JANE MEROLA 1601 FORUM PL STE 500 WEST PALM BEACH, FL 33401
PINES MASTER MANAGEMENT, INC 13300 SW 10 ST PEMBROKE PINES, FL 33027	PINES MASTER MANAGEMENT, INC 1601 FORUM PL STE 500 WEST PALM BEACH, FL 33401	PINES RECREATIONAL FACILITIES ASSOCIATION, INC 13300 SW 10 ST PEMBROKE PINES, FL 33027	PINES RECREATIONAL FACILITIES ASSOCIATION, INC 1601 FORUM PL STE 500 WEST PALM BEACH, FL 33401
PINES RECREATIONAL FACILITIES ASSOCIATION, INC C/O MARY J MEROLA 1601 FORUM PL STE 500 WEST PALM BEACH, FL 33401	PLYMOUTH AT CENTURY VILLAGE CONDOMINIUM #III ASSOCIATION, INC C/O OTTO, CHARLIE ESQ 2699 STIRLING RD STE C-207 FORT LAUDERDALE, FL 33312	PLYMOUTH AT CENTURY VILLAGE CONDOMINIUM #III ASSOCIATION, INC. 13460 SW 10 STREET SUITE 101 PEMBROKE PINES, FL 33027	

## 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 August 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**

INSTR # 115926584 Recorded 07/12/19 at 04:24 PM Broward County Commission 1 Page(s) #18

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

# NOTICE OF APPLICATION FOR TAX DEED NUMBER 43060

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:	514015-AA-3150
Certificate Number:	16496
Date of Issuance:	05/26/2016
Certificate Holder:	IDE TECHNOLOGIES, INC
Description of Property:	PLYMOUTH AT CENTURY VILLAGE #3
	UNIT 303 BLDG N

Name in which assessed: Legal Titleholders:	DANIELS,LIZA P EST DANIELS,LIZA P EST	
	571 SW 141 AVE UNIT 3	03N
	PEMBROKE PINES, FL	33027-1521

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 18th day of September, 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 15th day of August , 2019.

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

By:

Abiodun Ajayi Deputy

D



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:
 08/15/2019, 08/22/2019, 08/29/2019 & 09/05/2019

 Minimum Bid:
 3920.90

401-314

# **Broward County, Florida**

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

# NOTICE OF APPLICATION FOR TAX DEED NUMBER 43060

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:	514015-AA-3150
Certificate Number:	16496
Date of Issuance:	05/26/2016
Certificate Holder:	IDE TECHNOLOGIES, INC
Description of Property:	PLYMOUTH AT CENTURY VILLAGE #3 UNIT 303 BLDG N

A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDIMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 25997, PAGE 359, AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF BROWARD COUNTY, FL.

Name in which assessed:	DANIELS,LIZA P EST				
Legal Titleholders:	DANIELS,LIZA P EST				
Logar Haonolaoio.	571 SW 141 AVE UNIT 3	03N			
	PEMBROKE PINES, FL	33027-1521			

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 18th day of September , 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:

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Dated this 15th day of August , 2019 .

Bertha Henry County Administrator RECORDS, TAXES, AND TREASURY DIVISION

By:

Abiodun Ajayi 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:
 08/15/2019, 08/22/2019, 08/29/2019 & 09/05/2019

 Minimum Bid:
 3920.90

401-314

## **BROWARD DAILY BUSINESS REVIEW**

Published Daily except Saturday, Sunday and Legal Holidays Ft. Lauderdale, Broward County, Florida

#### STATE OF FLORIDA COUNTY OF BROWARD:

Before the undersigned authority personally appeared GUERLINE WILLIAMS, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/k/a Broward Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Fort Lauderdale, in Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

#### 43060

NOTICE OF APPLICATION FOR TAX DEED CERTIFICATE NUMBER: 16496

in the XXXX Court, was published in said newspaper in the issues of

#### 08/15/2019 08/22/2019 08/29/2019 09/05/2019

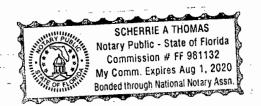
#### Affiant further says that the said Broward Daily Business

Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Fort Lauderdale in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

and subscribed before me this Sworn to

5 day of SEPTEMBER, A.D. 2019

(SEAL) GUERLINE WILLIAMS personally known to me



#### Broward County, Florida RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 43060

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: 514015-AA-3150 Certificate Number: 16496 Date of Issuance: 05/26/2016 Certificate Holder: IDE TECHNOLOGIES, INC Description of Property:

PLYMOUTH AT CÉNTURY VILLAGE #3 UNIT 303 BLDG.N

A CONDOMINIUM, ACCORD-ING TO THE DECLARATION OF CONDIMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 25997, PAGE 359, AND ALL EXHIBITS AND AMENDMENTS THEREOF, PUBLIC RECORDS OF BROWARD COUNTY, FL. Name in which assessed: DANIELS, LIZA P EST Legal Titleholders: 186 DELAWARE AVE APT B TROY, NY 12180-5430 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 18th day of September, 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 15th day of August, 2019. Bertha Henry County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

(Seal) By: Abiodun Ajayi

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. Minimum Bid: 3920.90

401-314 8/15-22-29 9/5 19-18/0000416213B

13B

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# \*\*\* DUPLICATE PRINT \*\*\* BROWARD COUNTY SHERIFF'S OFFICE P.O. BOX 9507 FORT LAUDERDALE, FLORIDA 33310

# **RETURN OF SERVICE**

) Assignment	()	TICE TOAVE	Service Sheet #		19-03165	>
 BB/	DWARD COUNTY, FL vs. DANIELS, LIZA P EST	HUE IRAT			TD 43060	<u> </u>
	SALENOTICE	COUNTY/BI	ROWARD	DEFENDANT	9/18/2019	CASE
م <del>انتقالین</del> برز	TYPE OF WRIT		COUR			ING DATE
DAr	VIELS, LIZA P EST SERVE	PEMBROKE	AVENUE #30 PINES, FL 33	<u>3-N</u> )27		
<u> </u>		<u> </u>			this process on	datily NO
	14279		]		2/5/2079 Date	8100/19.0600
	BROWARD COUNTY REVENUE-DELING TAX S	SECTION	X Serv	ed		portion 1
	115 S. ANDREWS AVENUE, ROOM A-100 FT LAUDERDALE, FL 33301		A			U
	JULIE AIKMAN, SUPV.		Not	Served – see $7$	comments	21
ł	9884 Attorney			Date a	it12	Time
On DAN	IELS, LIZA P EST, in E	Broward County, Flor	ida, by serving the wi	thin named perso	on a true copy of	the writ, with the date and
time of se	ervice endorsed thereon by me, and a copy of the complaint, petition, or	r initial pleading, by	the following method	:		
	INDIVIDUAL SERVICE					
SUBS	TITUTE SERVICE:		<b>6 13 1 .</b> 1			
	At the defendant's usual place of abode on "any person residing there		t age or older", to wit	:		
	, in accordance with	F.S. 48.031(1)(a)				
	To, the defendant's spo	ouse, at	<u>_</u>		_ in accordance	with F.S. 48.031(2)(a)
	To, the person in charg serve the defendant have been made at the place of business	e of the defendant's	business in accordanc	e with F.S. 48.03	l(2)(b), after two	or more attempts to
000						
	PORATE SERVICE:					
	To, holding the followi accordance with F.S. 48.081	ng position of said co	prporation		in the absence	of any superior officer in
	To, an employee of det	fendant corporation i	n accordance with F.S	. 48.081(3)		
	To, as resident agent of	f said corporation in	accordance with F.S.	48.091		
	PARTNERSHIP SERVICE: To	, partner, or	to		, designated en	ployee or person in charge
	<b>POSTED RESIDENTIAL:</b> By attaching a true copy to a conspicut residing therein 15 years of age or older could be found at the defendence of the second secon				mons. Neither th	e tenant nor a person
	1 <sup>st</sup> attempt date/time:	•	2 <sup>nd</sup> attempt date/ti			
	POSTED COMMERCIAL: By attaching a true copy to a conspict	_	-			
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	an now check the status of your writ		GREG	ORY TONY,	, SHERIFF	
	iting the Broward Sheriff's Office		BROWAI	RD COUNT	Y, FLORIDA	A
	te at www.sheriff.org and clicking e icon "Service Inquiry"		, QAN	Medra 1	000	D.S.
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ORIGINAL

# BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION **PROPERTY ID # 514015-AA-3150 (TD #43060)**

# WARNING

RECEIVED SHERIFF

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE AM 8: 31

BROWARD COUNTY, FLORIDA

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

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 August 30, 2019 .....\$3,874.96

\* Amount due if paid by September 17, 2019 ......\$3,920.90

\*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 <u>September 18, 2019</u> 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

DANIELS, LIZA P EST 571 SW 141 AVENUE #303N PEMBROKE PINES, FL 33027

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

#### LONG TERM LEASE

THIS AGREEMENT, made and entered into at Broward County, Florida, on the date last appearing in the body of this inatrument, by and between C.V.P. Community Center, Inc., a Florida corporation, hereinafter called "Lessor", and 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 Lessor, 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 and sufficiency of which is hereby acknowledged, have covenants and agreed as follows:

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

1.1 "ALL LESSEES" means all lessees who, regardless of membership in any particular Condominium Association, have or should have acquired a leasehold interest in the Premises.

1.2 "ASSOCIATION" means the Association administering the Condominium to which this Lease is attached as an exhibit to the Declaration of Condominium.

1.3 "CONDOMINIUM UNIT" or "UNIT" means a part of the Condominium Property which is subject to private ownership as specified in the Declaration.

1.4 "CONDOMINIUM PROPERTY" means the land and improvements encompassed by the Declaration and submitted to condominium ownership.

1.5 "DECLARATION" means the Declaration of Condominium to which this Lease is attached as Exhibit 2.

1.6 "INDIVIDUAL LESSEE" means each Unit Owner (person or corporation) and their heirs, administrators, successors and assigns thereof who executes or should have executed this instrument and a memorandum thereof or who is bound by this Lease.

1.7 "INITIAL LESSEE", or "INITIAL PURCHASER" means the first purchaser of each Condominium Unit from the Sponsor who elects in his Purchase Agreement to be bound by this Lease.

1.8 "LEASE", "LEASE AGREEMENT", "AGREEMENT", or "LONG TERM LEASE" refers to this Document.

1.9 "LESSEES" means all Individual Lessees, their heirs, administrators, successors and assigns, who shall or should become parties hereto and will or are intended to be bound by the provisions hereof.

1.10 "PARTIES HERETO" means Lessor, and all Individual Lessees, their heirs, administrators, successors and assigns, who shall or should have become parties hereto and who will be, or are intended to be, bound by the provisions hereof.

1,11 "PREMISES" means the lands described in Exhibit A hereto and additions thereto and the improvements, furnishings, fixtures, machinery, equipment, goods and personal property thereon.

THIS DOCUMENT CONTAINS NUMEROUS RESERVATIONS OF THE RIGHT OF POSSESSION OR CONTROL OF THE PREMISES IN PAVOR OF LESSOR AND MAY CREATE RIGHTS OF POSSESSION OR USE OF THE PREMISES IN PARTIES OTHER THAN THE UNIT OWNERS TO BE SERVED BY THE PREMISES. ALL PARTIES SHOULD CAREFULLY REVIEW THE SAME PRIOR TO THEIR EXECUTION OF THIS AGREEMENT.

THIS INSTRUMENT PREPARED BY: GARY L. KORNFELD, ESQUIRE LEVY, KNEEN, MARIANI, CURTIN, WIENER KORNFELD & del RUSSO, P.A. Suite 1000 1400 Centrepark Boulevard West Palm Beach, Florida 33401

(EXHIBIT 2)

3K25997P304

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# 8K25997P30416

## 2. DEMISE; DESCRIPTION OF PREMISES.

2.1 Upon the terms and conditions hereinafter set forth and in consideration of the payment, from time to time, by the Individual Lessee of the rents hereinafter set forth and the prompt, continuous performance of each and every of the covenants and agreements hereinafter contained to be kept and performed by aaid Lessee, each being material, said Lessee does hereby lease from the Lessor a non-exclusive use, subject to the terms and conditions hereinafter set forth, of the Premises consisting of certain real property situate, lying and being in Pembroke Pines, Broward County, Florida, more particularly described on Exhibit A attached hereto and made a part hereof, (subject to Lessor's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, alter, modify and amend said Premises at any time subject to the provisions hereof) 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 additions thereto and any replacements thereof.

A location of the initial leased Premises is shown on Exhibit "A". The minimum amount of expenditure for the personal property in the demised premises is \$125,000.

2.2 It is understood, however, that the fact that items of personalty, etc.

may be temporarily placed upon the Premises or used thereon does not necessarily make such items a part of the demised Premises, (for example, buses and trams which may run on the Premises are not a part thereof).

The Premises is subject to easements, restrictions, reservations, rights of way, 2 2 conditions, limitations, now or hereafter of record; taxes; zoning ordinances now or hereafter existing; this lease and other leases, sub-leases, underleases and instruments creating rights in and to the Premises for such persons or parties as Lessor determines; and mortgages, all as now exist or may hereafter exist during the term of this Agreement. Lessor at all times reserves unto itself the exclusive right to grant to others or to create upon, over, and under the Premises, easements or licenses for ingress, egress, public utilities or for any purpose, from time to time, as Lessor shall deemed appropriate, free and clear of the provisions of this Agreement, Lessor shall have the right, during the term of this Agreement, to relocate and change the size and dimensions of any easements or licenses for such purposes as Lessor, in its discretion, deems advisable. The dedication and creation of such easements and licenses by Lessor shall not require the consent and approval of any Lessee. The Premises shall be subject to an easement to the Master Management Firm for the purposes of providing to the Master Management Firm a bus and tram terminal on the Premises for so long as the Master Management agreement exists.

2.4 The Premises shall be expanded as described in Exhibit "B" attached hereto upon the completion of the contingencies described in Exhibit "B". Such lands will, prior to being added to the demised premises, be identified by a description sufficient to pass title. In the event the contingencies are not met, the Lessor is not required to add the applicable additional recreation areas to the Premises, but may do so at the Lessor's sole discretion, The expansion of the Premises shall be established by a Certificate executed by Lessor and recorded in the Public Records of Broward County, Florida. Further, in the event a contingency is not met, same shall be established by a certificate to that effect executed by the Lessor and recorded in the Public Records of Broward County, Florida, in which event the land affected by such contingency shall forever be released from the wifects of this lease.

#### 3. CONSTRUCTION OF IMPROVEMENTS.

3.1 Lessor has or will construct, at Lessor's sole cost and expense, certain recreation facilities which shall consist initially of two swimming pools, shuffleboard court, and recreation building, as described on Exhibit "A", together with equipment and personalcy 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 Lessor and such persons or firms as Lessor may designate. Lessor shall be the sole judge of the size, contents, design, style, plans and specifications of all improvements, including equipment, on the Premises. 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 Premises. It is understood and agreed between the parties hereto that by this provision Lessor is not obligated to, nor has Lessor represented that it would, modify or add to the Premises as they are constituted as of the date hereof except as specified herein.

in the

It is understood and agreed that Lessor may add additional property to the Premises and that such additions, while not causing an increase in Basic Monthly Rent set forth in Paragraph 5.1, may cause an increase or decrease in Rent as set forth in Paragraph 5.2 and elsewhere in this lease.

(A,E)

3.2 The Lessor's obligation to add such "non-committed" lands shall be subject to the provisions of exhibit "B" attached hereto.

3.3 In addition to the facilities specified in Exhibit "B", Lessor shall have the unequivocal right, at any time, to change and add to the facilities which are part of the Premises and this right shall include the right to add additional areas and facilities as a part of the Premises. Lessor shall be 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 Premises. The right of Lessor to add to the Premises is conditioned upon no material and substantial increase in rent hereunder because of said improvements, except such rent increases attributable to the maintenance thereof. Notwithstanding the foregoing, Lessor shall have the right to specify that certain Lesses 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 signature of Lessor and need not be approved by the Association, Unit Owners, Lessees, Licnors, Mortgagees, or any other persons whomsoever. Said amendment shall, upon recording in the Public Records, be deemed to relate back as though 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 first phase of the Condominium created by the Declaration to which this Agreement is attached as an exhibit is conveyed by the Sponsor to a purchaser, unless sooner terminated in accordance with the terms hereof.

5. RENT. The rent due pursuant to this Lease shall be the Basic Monthly Rent specified in Paragraph 5.1 of this Lease, adjusted as specified in Paragraph 5.2 and elsewhere in this Lease. (The Basic Monthly Rent as adjusted shall be referred to as All Rent).

All Rent shall be due from each Individual Lessee on a monthly basis each and every month of the term of this Lesse.

5.1 BASIC MONTHLY RENT. The Basic Monthly Rent due from each Individual Lessee shall be the sum scheduled below for each Individual Lessee's type of unit for the appropriate month. For purposes of rent calculation hereunder, month number 1, referred to herein, shall expire at the end of the calendar month within which the first conveyance referred to in Paragraph 4 above, is recorded in the public records of Broward County, Florida.

#### UNIT TYPE (Monthly Payments)

Months Inclusive	Unit Type H	Unit Types J	Unit Type K	Unit Type M	Unit Type N	Unit Type O	Unit Type P	
	\$70.99	\$77.20	\$79.36	\$81.53	\$70.97	\$75.03	\$75.12	
1-60	72.99	79.20	81.36	83.53	72.97	77.03	77.12	
61-72	74.99	81.20	83.36	85.53	74.97	79.03	79.12	
73-84	76.99	83.20	85.36	87.53	76.97	81.03	81.12	
85-96	78.99	85.20	87.36	89.53	78.97	83,03	83.12	
97-108	80.99	87.20	89.36	91.53	80.97	85.03	85.12	
109-120	81.99	88.20	90.36	92.53	81.97	86.03	86.12	
121-132		89.20	91.36	93.53	82.97	87.03	87.12	
133-144	82.99	90.20	92.36	94.53	83.97	88.03	88.12	
145-156	81.99	91.20	93.36	95.53	84.97	89.03	89.12	
157-168	85,99	92.20	94.36	96.53	85.97	90.03	90.12	
169-180		93.20	95.36	97.53	86.97	91.03	91.12	
181-192	86.99	94.20	96.36	98.53	87.97	92.03	92.12	
193-204	87.99	95.20	97.36	99.53	88.97	93.03	93.12	
205-216	88.99 89.99	96.20	98.36	100.53	89.97	94.03	94.12	
217-228		97.20	99.36	101,53	90.97	95.03	95.12	
229-240	90.99	98.20	100.36	102.53	91.97	96.03	96.12	
241-252	91.99	99.20	101.36	103,53	92.97	97.03	97,12	
253-264	92.99	100.20	102.36	104.53	93.97	98.03	98.12	
265-276	93.99	101,20	103.36	105.53	94,97	99.03	99.12	
277-288	94.99	102.20	104.36	106.53	95.97	100.03	100.12	
289-300	95.99	102.20	105.36	107.53	96.97	101.03	101.12	
301-312	96.99		106.36	108.53	97.97	102.03	102,12	
313-324	97.99	104.20	107.36	109.53	98.97	103.03	103.12	
325-336	98.99	105.20	108.36	110.53	99.97	104.03	104.12	
337-348	99.99	106.20	109.36	111.53	100.97	105.03	105.12	
349-360	100.99	107.20	109.36	111.53	100.97	105.03	105.12	
Thereafter	100.99	107.20	103.30	+24104		035036	000.00	

until end

of Lease Term

The sum scheduled for each Individual Lessee's type of unit shall be the Basic Monthly Rent due and payable in advance by each Individual Lessee each and every month of the term of this Lease.

5.2 RENT ADJUSTMENT. The Basic Monthly Rent due pursuant to paragraph 5.1 of this Lease, shall be subject to adjustment as follows:

The base cost of operating the Premises is assumed to be \$2,490,000.00 per annum (Base Cost).

Commencing on the first day of the 36th month from date of recording the Declaration of Condominium, (first phase) and each January 1st thereafter, the Basic Monthly Rent shall be adjusted based upon the amount of any increase or decrease in the cost of operation of the Premises which exceeds or is less than the Base Cost. Such increase or decrease shall be provided among the Individual Lessees as herein set forth and used to adjust the Basic Monthly Rent set forth previously. Thereafter, said adjusted sum shall be Rent due and payable in advance by each Individual Lessee, subject to the adjustment, to Lessor each and every month until the next adjustment in accordance with this Lease.

The Rent shall be adjusted as follows:

(a) On or before January 1st of each year the Lessor shall estimate the total cost of operation for the next succeeding year.

(b) The estimated cost of operation shall be compared with the base cost: if the estimated cost exceeds the base cost, the difference shall be prorated (based upon the number of Individual Lessees which exist as of October 31st of the preceding year) and charged to all Lessees as provided and the monthly rent increased accordingly; if the estimated cost is less than the base cost the difference shall be pro-rated, (based upon the assumption that there were 7750 Individual Lessees as of October 31st the preceding year) and the monthly rent decreased accordingly.

(c) In the event the Lessor's estimate for the year is, after the actual cost of operation for that period (see paragraph 5.3) is known, more or less than the actual costs, then the difference shall be added or subtracted, as the case may be, to the calculation for the next ensuing year.

For the purpose of adjustments in Rent, the "cost of operation" shall include each, every and all costs, whether direct or indirect, of the operation, maintenance, replacements, repair and supervision of the premises and all personalty, fixtures and equipment therein. There shall be excluded from such calculation, however, services provided to the demised premises under the Master Management Agreement, replacement of the basic building shell (exclusive of roof repair and replacement) for the Community Center Building and other buildings, the initial cost of construction of additional committed recreational facilities and initial improvements thereon, depreciation, and debt service associated with the premises.

The failure of Lessor to apply the provisions of this paragraph and modify the Rent as provided herein in any one or more adjustment periods 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 January 1st of any year thereafter, which assessment shall be deemed to relate back to the date that such assessment could have been made.

Lessor does not represent that the assumed base costs as set forth in this paragraph is accurate or will be accurate for the first adjustment period. Lessees acknowledge and agree that such is the case.

5.3 All adjustments in Rent shall be due from January 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 by posting in a conspicuous place in the Premises. Lessor shall, for the purpose of calculations, use the figures from the November 1 to October 31 of the prior year and it shall be deemed acceptable as an annual calculation hereunder. For Lease Agreements in which the initial three years expires on other than January 1, the adjusted amount due until the next January 1 shall (if applicable) be that then being paid by other Lessees then subject to the operative effect of Paragraph 5.2 or, for the first condominium in the project subject to these provisions, and said sums shall be calculated and shall have effect until the next January calculation pursuant to Paragraph 5.2

5.4 All adjustment in Rent due in accordance with the terms of this Lease shall be shared in the following manner: For an increase, the number of Individual Lessees as of October 31 of the year preceding that January 1 calculation date shall be the basis for determining each Lessee's pro-rata share. For a decrease, the number of Individual Lessees

as of October 31 of the year preceding that calculation date shall be assumed to be 7750, All adjustments in Rents due in accordance with the terms of this Leage, shall be shared by the Individual Lessees, subject to that adjustment, on an equal basis. The parties hereto agree that so long as they do not pay more than the required amount of increases they shall have no grounds upon which to object to either the method of payment or non-payment by other lessees of any sums due hereunder.

5.5 Should any Individual Lessee, his guests, inviteos, licensees, agents, servants or employees, do anything which increases the cost of maintaining or operating the Premises, or cause damage to any part of the Premises, Lessor may determine and assess against the Individual Lessee the amount of money necessary to repair such damage and the same shall constitute a charge as if it were due from the Individual Lessee to Lessor.

5.6 Lessor may assess against an Individual Lessee special assessments in such amounts as it, in its sole discretion, determines, for the use of the Premises for guests and invites of such Individual Lessee and the same shall have the same effect as if said charge were rent due from the Individual Lessee to Lessor, provided, however that this paragraph shall not be deemed to grant permission to an Individual Lessee to so use the Premises but the same shall not be so used, except as herein specified, without the prior written approval of Lessor first had and obtained. Lessor, in addition to the rents herein provided, may assess special admission charges for particular functions, and those utilizing the Premises for such functions shall pay such charges, as Lessor deems fit and the same shall not be deemed as an adjustment of rent due hereunder.

5.7 Every Individual Lessce shall be obligated to pay All Rent and other sums due from him hereunder and shall be obligated to pay the same directly to Lessor, or Lessor's designee who shall remit the same to Lessor.

5.8 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 Plorida. Upon such default, after ten (10) days prior written notice thereof, Lessor may also elect to accelerate the rents due from such Individual Lessee for a total of up to twelve (12) months from the date that such rental payment first becomes delinquent and for up to twelve (12) months from each subsequent delinquency.

5.9 The Individual Lessee shall, in addition to all other sums due in accordance with this Lease, pay all Florida sales and like taxes on all sums due hereunder, including sums due pursuant to any management agreement, under lease, sublease or similar arrangement, whether by law payable by either party, if applicable, to Lessor who shall remit the same to the appropriate state agency.

5.10 All Rents 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, rent shall be paid with the Individual Lesse's monthly assessment for common expenses and paid for the benefit of Lessor to C.V.P. Community Center, Inc., Administration Building, Southwest 10th Street, Pembroke Pines, Florida. Should Lessor elect to have the Individual Lessee's make payments directly to Lessor or to some other party on behalf of Lessor, then and in that event. Lessor shall give notice thereof. Thereafter the payment shall be payable to the party and at the address set forth in such notice.

5.11 All Rent shall be the sole obligation of the Individual Lessee(s). The sums due are not Common or Limited Common Expenses of the Condominium, and the same shall be paid in the proportions herein specified. The method of paying monies due shall be as determined by Lessor and this Lesse.

5.12 All Rent shall begin to accrue, as to each 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 rent calculation the date of the filing of the declaration of condominium for the initial phase in the condominium shall be utilized.

5.13 1F AN INDIVIDUAL LESSEE FAILS TO PAY RENT DUE HEREUNDER WITHIN TEN (10) DAYS AFTER THE DUE DATE, 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 RENT DUE HEREUNDER AND THE INDIVIDUAL LESSEE AGREES THAT THE SAME IS NOT A PENALTY AND REPRESENTS A FAIR ESTIMATE FOR UNASCERTAINABLE DAMAGES ON ACCOUNT OF A LATE PAYMENT.

5.14 Each Individual Lessee shall pay all taxes, assessments and other charges of Whatsoever nature on its property which might affect the priority or collectability of

Lessor's lien. Upon failure to do so Lessor may (but is not obligated to) pay the same and collect the same as if it were rent due hereunder.

5.15 Any charge which is chargeable to a specific Individual Lessee, although it has the effect of rent hereunder as to enforcement and collectability, shall be deemed to be a specific charge collectible as herein provided.

5.16 The following shall, without the same being a limitation, be included in the cost of operation:

(a) Insurance coverage, including but not limited to fire, casualty, public liability, rental insurance and all types of insurance which Lessor deems necessary shall be maintained on the Premises in such amounts and with such deductible as Lessor deems fit.

(b) Real, personal property and any other taxes attributable to the Premises and any and all intangible taxes or documentary stamp taxes on this Lease or on the rents received hereunder.

(c) All assessments of all types levied upon, or liens placed on, the Premises by any governmental authority.

(d) The cost of care, operation, maintenance and replacement of the Premises, including the providing of utility service, which shall be accomplished in the manner in which Lessor deems fit.

(e) Any further improvements or additions to the Premises required by governmental authorities.

(f) All costs, other than original construction costs, associated with adding any non-committed additional facilities.

5.17 No damage or destruction of all or any part of the Premises by fire, windstorm or any other casualty shall entitle the Lessees to terminate this Lease, to violate the provision hereof, or entitle Individual Lessees to any abatement or rebate or rent or fees due or to become due under the provisions hereof. Lessor shall be obligated to, at its own expense, utilizing insurance proceeds, repair and reconstruct those damaged portions of the Premises within a reasonable time. If more than seventy-five percent (75%) of the usable space in the building in the Premises are damaged, Lessor within thirty (10) days of the casualty, may terminate this Lease by giving written notice thereof to the Lessees. The 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.

5.18 It is agreed that the cost of providing security services to the Premises is a charge made pursuant to the Master Management Agreement; provided, however, in the event the same ceases to be charged thereunder then it shall be deemed a part of the cost of operation hereunder.

5.19 It is agreed, if for any reason during the term hereof control of the Premises is no longer vested in Lessor, including but not limited, control or title of the Premises being vested in Pines Recreational Facilities Association, Inc., that Lessor shall be entitled to receive All Rent specified in this Lease. Upon receipt of All Rent, Lessor shall pay to the entity operating the facilities a sum equal to the original cost of operation for the purpose of discharging the expenses of operating the Premises and shall be entitled to retain the entire balance.

5.20 For those social programs, if any, for which tickets are sold Lessor shall adopt such rules and regulations as to the entitlement to tickets and all Lessees agree to abide by such rules and regulations. Lessor shall be entitled to all revenues on account thereof in addition to the rents specified herein.

#### 6. USE OF PREMISES.

6.1 During the term hereof the Premises shall be used and enjoyed by the Lessees on a non-exclusive basis in common with other persons, entities, and corporations who may, but are not required to be, other individual lessees of the Premises. The individual Lessee(s) do not have an exclusive right of possession of, or to, the Premises. Lessor has the right, at any and all times during the term of this Lease, and from time to time, to further additionally provide and make available the Premises to other individuals and any other persons, firms or corporations, as Lessor deems fit. All such other instruments creating the granting of such Leases, nor the creation of any estate therein, shall invalidate this Lease, reduce, or abate the rent due pursuant to this Lease, or give the Lessees the right to avoid any of the covenants, agreements or obligations to be performed hereunder. All Individual Lessees executing this Leases concerning the Premises entered into with others may be in Premises. Agreements or Leases concerning the Premises entered into with others may be in Premises.

such form and may provide for such exactions as Lessor deems necessary, Provided, However, that the use, occupancy, and possession of the Premises by others shall be in recognition of, and co-extensive with, the rights of the Lessees under this Lease. No default by any Individual lessee in the performance of the covenants and promises contained in this Lease or by any person using the Premises, or any other act of omission by any other individual lessee, or any other person, firm or corporation, shall, concerning the Individual Lesse signing this Lease, be construed or considered: (a) as a breach by a non-defaulting, Individual Lessee, or Lessor of any of their promises or covenants in this Lease, or (b) as an actual, implied or constructive eviction of the Lessees from the Premises by Lessor or anyone acting by, through, under, or for Lessor (c) as an excuse, justification, waiver or indulgence by Lessor to Lessee of their covenants and promises herein.

6.2 The estimated minimum number of Individual Lessees (Units) that will ultimately be required directly or indirectly to pay the rent payable under this or similar agreements is 5,000; the maximum is 10,000. In the event that 5,000 unit owners do not become lessees under this or similar agreements then all prorations shall be based on 5,000 lessees nonetheless.

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 Premises, or be a nuisance or menace to, or interfere with, the rights of other Individual Lessees, or others validly using the Premises.

6.4 The Premises shall be used by the Lessees solely for "Recreational Purposes". Unless otherwise consented to in writing by Lessor, and subject to the provisions of Paragraph 19.24 hereof, "Recreational Purposes" shall not include the use of the Premises by any group, club, association, society, party, affiliation, or the like, for any religious, political, charitable, fraternal, civic or other such purpose.

6.5 THE PREMISES SHALL AT ALL TIMES BE UNDER THE COMPLETE SUPERVISION, OPERATION, CONTROL AND MANAGEMENT OF LESSOR. THE LESSOR MAY DELEGATE ALL OR A PORTION SUCH SUPERVISION, OPERATION, CONTROL AND MANAGEMENT TO SUCH PARTIES OR ENTITIES AS LESSOR DEEMS FIT.

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 hereafter be promulgated, from time to time, by Lessor, its successors and assigns as Lessor in its sole discretion, deems necessary for the use, care, safety and cleanliness of the Premises, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the Premises. The Rules and Regulations as promulgated, from time to time, under this paragraph shall be posted in a conspicuous place on the Premises and shall be effective from the date of posting. Lessor shall not be liable to any Individual Lessee due to any violation of the Rules and Regulations by any Individual Lessee or person using the Premises. The Rules and Regulations as promulgated, from time, shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim. Compliance therewith shall be deemed agreed to by each Lessee.

6.7 Notwithstanding any of the provisions of this Lease to the contrary, Lessor may, in its sole discretion, grant to any party, including itself, the right to use such portions of the Premises as Lessor deems necessary in connection with the development and sale of such lands that Lessor deems proper. In connection therewith, such grant may include the right to maintain a sales office and to occupy such portions of the Premises as Lessor shall specify. Said party shall have the right to use portions of the Premises for parking as necessary to effectuate the aforementioned purposes. The right of use of the Premises snall 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 Premises for display purposes. Lessor shall have the perpetual right to use the 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 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 Lessees the right to avoid any of the covenants, agreements or obligations to be performed hereunder, nor shall the same be construed as an actual, implied or constructive eviction of the Lessees from the Premises by Lessor or anyone acting by, through or under

6.8 The transfer of the fee title to a Condominium Unit in the Condominium, whether voluntary or by operation of law, terminating the Individual Lessee's membership in the Association shall terminate said Individual Lessee's rights to the use and enjoyment of the Premises. The Individual Lessee's rights and privileges under this Lease are not separately assignable. The Owner of each Condominium Unit, which is subject to this Lease, when he becomes a member of the Association, or succeeds to his predecessor's title, is entitled to the use and enjoyment of the premises and is burdened with the duties and responsibilities in accordance with the provisions of this Agreement. All parties acquiring any right, title and interest in and to any Condominium Unit in Century Village are hereby put on notice that In acquiring said interest, they shall be fully bound by the terms of this Lease if their predecessor in title was so bound. In no event shall any such Owner of a Condominium Unit

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acquire any rights in the Premises or against Lessor that are greater than the rights granted, to, and limitations placed upon, their predecessor in title pursuant to the terms of this Lease.

6.9 Lessor may grant franchises or concessions to commercial concerns on all or part of the Premises and Lessor shall be entitled to all income derived therefrom. In the event that any provisions are made for the continuing use of the Premises by anyone other than Lessor or the Lessees under this or similar Leases, then such provisions shall require such other users to pay a fair and reasonable share of the maintenance and repair obligations and other exactions due from users of the Premises. The reasonableness thereof and the method of payment shall be determined by Lessor.

6.10 Any Individual Lessee together with members of the Individual Lessee's family and guests shall use the Premises subject to the Rules and Regulations concerning such use promulgated by 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 Premises.

6.12 If an Individual Lessee, or his family, or guests violate the Rules and Regulations concerning the use of the Premises, Lessor may unilaterally suspend the Individual Lessee and/or such offending person for a reasonable time, as Lessor in its sole discretion determines, from the use of the Premises at no abatement or reduction in rent due from said Individual Lessee.

6.13 If an Individual Lessee leases his Condominium Unit(s) only the tenant thereof shall have the use of the Premises, provided, however, that both the Individual Lessee and said tenant shall be jointly and severally liable for all sums due hereunder and Lessor's lice rights shall continue undiminished.

6.14 No person under the age of eighteen (18) years will be authorized to use the Recreational Facilities unless accompanied by an Individual Lessee over the age of eighteen (18) years. Notwithstanding anything contained herein to the contrary, no person under the age of eighteen (18) years will be permitted into the Clubhouse. All persons using the Recreational Facilities may be required to show proof of their age.

#### 7. EMINENT DOMAIN.

7.1 If any part of the Premises shall be taken under the power of eminent domain, the obligations of the Lessees under this Lease, including the obligation to pay rent and other sums due hereunder, shall continue unaffected unless such portion of the Premises is, in the sole opinion of Lessor, taken so as to completely destroy the usefulness of the Premises for the purpose for which such premises were leased. If the taking is such as to destroy the usefulness of the Premises, as aforesaid, then from that day, each Individual Lessees shall have the right to terminate this Lease by written notice given by the Individual Lessee to Lessor, within thirty (30) days after such property is taken, or to continue in the possession of a leasehold interest in the remainder of the Premises under all of the terms of this Lease. All damages awarded for such taking shall belong to and be the sole property of Lessor whether such damages shall be awarded as compensation for diminution in the value of this Lease or Lessor's interest in the Premises. In regard to any commercial leases on the Premises damages awarded for such taking shall be apportioned between the Lessor and said commercial lessee as stated and set forth in the lease between the parties thereto. The right of termination herein granted shall only have effect in the event Lessor elects not to replace the Premises that were taken with other property for use as the 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 Premises.

7.2 If a part of the Premises, as provided above, is taken under the power of eminent domain and such taking does not, in the sole opinion of Lessor, completely destroy the usefulness of the Fremises for the purposes for which such premises were leased, this lease shall continue unaffected and all sums awarded for the appropriation shall be payable to Lessor and the Lessees 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 hereinbefore set forth, Lessor shall determine, in its sole discretion, whether to replace the appropriate building or improvement shall not relieve the Lessees from the obligations hereunder. Should Lessor determine to replace same, it shall be of such size, dimension, contents, decor, plans and specifications as 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 Condominium Property by eminent domain which involves a "total taking" of the fee simple title to any Unit bound by this Lease 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 as to that Unit shall cease as of the date of taking. In the event possession continues subsequent to the date of taking, rent shall continue until such possession ceases.

B. BANKRUPTCY. This Lease and any Lessee's interest herein shall not pass to any trustee, receiver or assignee for the benefit of creditors, or otherwise by operation of law,

## 9. LIEN - CREATION, EFFECT AND ENFORCEMENT, PROVISO.

9.1 The initial Lessec, joined by his or her spouse, agrees to execute a copy of this Lease, and a memorandum thereof, such copy not necessarily being executed by Lessor, and will cause said memorandum to be recorded in the Public Records of Broward County, Florida, together with the deed of conveyance from Sponsor to each initial Lessee. The initial Lessee's Condominium Unit 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 therefor and said Lease will be deemed to have been executed by all parties. In such Lease 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 Lessor is attached. A mechanical facsimile of Lessors signature shall be deemed legally sufficient.

9.2 Lessor shall have a first lien, paramount to all others, on every right and interest of the Individual Lessee in and to their interest in the Condominium Unit, and all appurtenances thereto, 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, including the Association's assets and Common Surplus which is attributable to the Individual Lessee. Said lien shall be deemed effective upon the recording of this Lease Agreement regardless of when a claim of lien is actually recorded. This lien is 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 this Lease to be performed and observed by the Individual Lessee or of protecting Lessor's lien hereinafter provided.

In order to secure the obligations of the Individual Lessee to Lessor for the payment of all rents and any other momies 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, confirm and re-confirm unto 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 13 of this Lease which description is incorporated herein by reference.

Notwithstanding anything contained herein to the contrary, this lien upon the tangible personal property described therein shall be subordinate to prior bona fide liens properly perfected.

By the execution of a copy of this Lease and memorandum thereof, each initial Lessee reconfirms said lien and independently impresses a lien upon and encumbers his Condominium Unit in favor of 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 Lessor's lien on said Condominium Unit. The lien upon the appropriate Condominium Units, created by virtue of this Lease shall continue for the term of this Lease and subsequent Owners, (i.e., Owners after the Initial Lessees who do not execute a copy of this Agreement) shall own said Condominium Unit subject to the lien created herein. Such subsequent Owner(s) by taking title to such Condominium Unit shall be doemed to have assumed and agreed to pay the sums due and coming due hereunder and to be bound by the terms and provisions hereof. Said assumption and agreement shall be noted in the instrument of conveyance to the subsequent Owner(s) in accordance with the provisions of the Declaration but the failure to note such assumption shall not affect said assumption nor Lessor's lien hereunder. An Individual Lessee shall be released from all personal liability under this Lease upon his conveying title to his Condominium Unit to another party, provided that he has paid all sums due Lessor under this Lease for his Condominium Unit and said assumption and agreement is properly effected by an approved purchaser.

9.3 The liens herein granted may be foreclosed at the option of 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 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 Condominum Unit to Lessor and Lessor shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of suit to collect the sums due hereunder.

9.4 Lessor hereby agrees that it will not terminate or cancel this Lease, 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 Lessor.

9.5 In the event that 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.

9.6 In the event that the condominium to which this lease is applicable is terminated, whether voluntarily or involuntarily, the liens provided for hereunder shall be deemed to be transferred to the interests in real property then possessed by the Individual Lessees.

9.7 Should an Individual Lessee fail to pay any sum due under this Lease within ten (10) days after the day same shall become due. Lessor may deny to said Individual Lessee and/or authorized user of the 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.

9.8 Notwithstanding anything herein to the contrary, where an Institutional Mortgagee obtains title to said Condominium Unit as a result of a foreclosure of an Institutional Mortgage, or when an Institutional Mortgagee accepts a deed to said Condominium Unit in lieu of foreclosure, or where Lessor 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 become due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure.

9.9 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. Lessor hereby covenants that its 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 Mortgage as defined in the Declaration and further provided said mortgage has been made only in connection with the initial purchase of the Unit from Sponsor. The provisions of this paragraph shall be self-operative. If requested, the Lessor shall confirm the same in writing. The provisions of this paragraph are limited to the following:

(a) In the event the Institutional Mortgagee, to which the liens above referred to have been made subordinate, forecloses its mortgage against said Condominium Unit and obtains title to the same at 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 rents due pursuant to this Lease for said Condominium Unit. This subordination shall not reduce nor abate any other of the promises, covenants or obligations of the Individual Lessees under this Lease. Upon said Institutional Mortgagee conveying its title to the Condominium Unit so acquired by it, the foregoing abatement shall immediately cease and terminate. If during any period of time that the title to the Condominium Unit is held by the Institutional Mortgagee said Condominium Unit is occupied or leased there shall be no such abatement.

(b) Institutional Mortgagecs shall give written notice to Lessor 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 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 Mortgagee.

9.10 The foreclosure or maintenance of any action to enforce the lien herein provided by Lessor shall not be considered 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 Lessor's lien rights against the Condominium Unit. This Lease and lien shall be effective without any act on the part of Lessor, mortgagee, or subsequent owner, subject, however, to the paramount provisions concerning temporary abatement of such sums due Lessor as provided in Paragraph 9.10.

9.11 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) to the enforcement of said lien. Said member further confirms that he has impressed this lien on his Condominium Unit prior to his taking possession thereof and that this lien is prior in time and superior to any homestead rights he might acquire.

9.12 The provisions of F.S. 718.401(4) as they exist on the date hereof are incorporated herein by reference.

#### 10 RIGHTS TO ENCUMBER, CONVEY OR ASSIGN.

10.1 Lessor shall have the unequivocal right to, at all times, and may have previous to the execution hereof, enter into management agreements, sublease, underlease, mortgage and encumber Lessor's interest in this Lease and/or in and to the Premises. The Lessee's interest in and to the use of the Premises shall at all times be subordinate and inferior to the same, provided that the Lessees shall at all times have the rights provided under this Lease so long as they shall perform all of the covenants herein. The Individual Lessees hereby agree that, if required by the Mortgagees, all Individual Lessees will forthwith execute such documents as may be requested to confirm the provisions hereof including the joinder in such mortgage. Such joinder by the Lessee shall not be an assumption of the obligations of the Mortgagor. The failure of the Lessees to execute such instrument of subordination or joinder shall be deemed a default by the Lessees of this Lease. Notwithstanding the foregoing, any interest or right of the Individual Lessees to the Premises shall not be a lien thereon and shall be deemed subordinate and inferior to the agreements, sublease, underlease, mortgage or other encumbrance granted by Lessor on said Premises.

10.2 Lessor may freely assign, convey, lease, or execute management agreements for all or any part of its right, title and interest in and to this Agreement and/or the Premises. In such event, upon the assignee, lessee, manager, or purchaser, as the case may be, assuming and agreeing in writing to perform certain terms and covenants to be performed by Lessor herein contained, Lessor shall be relieved of all liability under this Lease as concerns those terms and covenants.

10.3 No Individual Lessees or any other party shall have the right to mortgage, encumber, assign or convey any of its or their leasehold rights, title and interest in and to this Lease or the Premises, except as an appurtenance to their Unit.

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11.1 In the event an Individual Lessee defaults in or violates any of the terms hereof, Lessor shall have the unequivocal right to take any necessary action, including the suspension of said Individual Lessee's rights of use of the Premises for reasonable periods of time at Lessor's discretion, without any abatement or reduction in rent due from the suspended Lessee or the same being construed to be a termination of the Lease as to said Individual Lessee, Also, Lessor shall have such other rights and remedies at law, equity, and this Lease afford including the right of specific performance and/or injunctive relief,

Nothing in this Lease shall be construed as precluding Lessor from having any remedy accessary to preserve its rights and interest in the 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 Premises or the safety and welfare of others.

Provided, however, that in all such events, except in such circumstances which make the notice provisions impractical in which event Lessor may take such immediate action as it deems necessary, Lessor shall give the Individual Lessee ten (10) days' notice in the event of non-payment and thirty (30) days' notice for other violations prior to termination or suspension.

11.2 All notice and grace periods shall run concurrently and not consecutively.

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31.3 The various rights, powers, options, elections, privileges and remedies of Lessor under 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.

11.4 The right of Lessor to collect the rents 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 Lessor to declare this Lease terminated as herein provided.

11.5 If, at any time, due to the failure of Individual Lessee to keep and perform any covenant in this Lease, it becomes necessary for Lessor to employ an attorney to protect the rights and interests of Lessor 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 suit for declaratory judgment, then in any such event, the Individual Lessee will owe and pay to Lessor all costs, including court costs and attorneys' fees, (for both trial and appellate level) incurred or expended by 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, then all of the right, estate, interest, and/or right to occupy of the Lessees shall terminate, cease and be held for naught without any compensation therefor unto the Individual Lessees.

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12. LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIENS. No party except Lessor shall, under any circumstances, have the power to subject the interest of Lessor in the Premises and the Premises themselves to any mechanic's or materialman's lien or liens of any kind. Any mortgage lien or encumbrance granted by other than Lessor is not a lien upon the Premises nor the Individual Lessee's rights thereto, nor upon any right, title or interest they may have under this Lease. If any mechanic's liens or other liens are filed or asserted against Lessor's interest in the Premises or against the Premises by virtue of any action of any Individual Lessee, such party shall, within thirty (30) days from the filing thereof, cause such lien to be released from Lessor's interest in the Premises and as to the Premises in the manner provided by the Statutes of the State of Florida. Failure to so remove the lien shall entitle Lessor to do so and assess the cost thereof, including attorneys' fees, as against the appropriate party.

13. INDEMNIFICATION. The Individual Lessees agree to, and by these presents do, indemnify and save harmless Lessor against any and all claims, debts, demands or obligations, including costs and attorneys' fees, including those made by the Individual Lessees, which may be made against Lessor, or against Lessor's title in the premises, arising by reason of or in connection with the making of this Lease and/or the Leasehold interests hereby created. If it becomes necessary for Lessor to defend any action seeking to impose any such liability, the Lessees will pay to Lessor all costs of court and reasonable attorneys' fees incurred by Lessor in effecting such, plus any other sums which Lessor may be called upon to pay by reason of the entry of a judgment against Lessor in said litigation.

14. **OPTION TO PURCHASE.** All Lessees are granted such rights as provided in F.S. 718.401(6)(a), (b), (c) as they exist as of the date hereof unless the same is held unenforceable or is repealed in which event this provision shall be void ab initio.

15. 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 Premises as concerns acts of Lessor, 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 or cancellation of this Lease.

16. NOTICES. Except as otherwise specifically provided for in this Agreement, 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 Individual Lessee(s) shall be mailed or delivered to their addresses at the Condominum Property or posted as provided herein. Notice to Lessor shall be mailed certified mail, return receipt requested or delivered to: Lessor, S.W. 10th Street, Pembroke Pines, Florida, 33026, or, from time to time, at such other address designated by lessor.

17. 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 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 Lessor herein shall continue to be in full force and effect. The individual or entity holding title to the former Condominium Unit shall 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, Lessor's lien shall be subordinate only to those of Institutional Mortgagees as to any insurance proceeds and Common Surplus.

18. AMENDMENT TO LEASE. This Lease may only be amended by agreement in writing executed by Lessor and by those Individual Lessees affected by such amendments. Such amendment shall be duly recorded in the Public Records of Broward County, Florida. No amendment shall change the provisions of this Lease with respect to Institutional Mortgagees, nor shall any amendment affect, impair, or prejudice the validity, rights and priorities of any mortgages encombering Condominium Units in the said Condominium without the written consent of the mortgagees affected. Notwithstanding the above, the Lessor shall have the right, at any time within five (5) years from the date of recording of this Lease, to amend this Lease to correct scrivener's errors or to clarify any ambiguity determined to exist herein. The foregoing is subject to the paramount provisions applicable thereto in this Lease as to Lessor's right to amend this Lease without consent. Lessor shall also have the right to amend this Lease unilaterally pursuant to Paragraph 17 of the Declaration and of the provisions hereof, and if said amendment entails additional expense to a particular group of Individual Lessees, only those affected shall join in said amendment.

It is understood that this Lease provides for the exclusive method of amendment of this Lease and that no amendment to the Declaration or other condominium documents or a change in the Florida Statutes shall serve to amend this Lease.

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### 19. MISCELLANEOUS PROVISIONS.

19.1 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. Lessor specifically reserves the right to waive any portion of the rents due hereunder, including the right to waive rents attributable to an Individual Lessee or any Condominium Unit. Such waiver will not affect the obligation for any payment by any or all other Lessees for which rents have not been waived.

19.2 Time is of the essence in every particular, except where otherwise specified berein.

19.3 The terms, conditions, provisions, covenants and agreements set forth in this Lease shall be binding upon Lessor and Individual Lessees, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the Premises as well as each and every Condominium Unit owned by an Individual Lessee.

19.4 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 circumstances 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. Provided, however, that in the event the severance, in Lessor's opinion, makes Lessor's continued performance hereunder impractical or undesirable, then Lessor may cancel this Lease and no Lessee shall have any future rights to utilize the Premises nor to receive any compensation or be entitled to exercise any legal remedy on account thereof.

19.5 This Agreement is to be construed in accordance with the laws of the State of Florida as they exist on October 1, 1992.

19.6 Reference to any paragraph hereof shall include all subparagraphs thereof unless the context required otherwise.

19.7 The Lessees shall not do or suffer any waste or damage to the Premises.

19.8 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.

19.9 In the event the 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 Condominium Property, none of the rents 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 use of the Premises and they will be severally bound by all of the provisions of this Lease.

19.10 No act or action of Lessor permitted in this Lease and no use by Lessor or any person, firm or corporation designated by Lessor of the Premises shall entitle the Individual Lessecs to an abatement of the rent, nor shall any of the same constitute an ouster or a constructive eviction of any Individual Lessee, nor shall the same give any Individual Lessee the right to avoid any term, provision, covenant or obligation of this Lease.

19.11 It is agreed that the grants and reservations contained herein are fair and reasonable. Further, it is specifically agreed, for the purposes of construing this Lease, that this Lease has no operative effect as to each initial Unit Owner unless and until each such initial Unit Owner voluntarily elects to be bound hereby and therefore it should be construed as a non-cancellable voluntary undertaking by each initial Unit Owner who is an Individual Lessce. In no event shall the initial Unit Owners, their heirs, successors and assigns, who have voluntarily executed the same be entitled to cancel this Lease.

19.12 If any provision of this Lease is in conflict with any provision of said Beclaration of Condominium or exhibits attached thereto, the provisions of this Lease shall prevail.

19.13 The captions and titles contained herein are for convenience and reference only and in no way define, limit, or describe the scope or intent hereof, or any part thereof, nor shall the same in any way affect this Lease.

19.14 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 who are utilizing the Premises. No failure on the part of any other Lessee to perform similar covenants contained in its Lesse with Lessor. or failure on the part of Lessor to enforce the same, shall operate as a waiver, extension or indulgence of any provision of this Lesse.

19.15 Any and all sums in addition to All Rents specified hereunder due to 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 Lessor

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on demand, or, at the option of Lessor, may be added to any rent then due or thereafter becoming due under this Lease. To facilitate the collection thereof Lessor shall have, in addition to any and all other rights and remedies available to it, the same rights and remedies as available to Lessor on account of the failure of the Individual Lessees to pay rents.

19.16 No act or action of 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 Lessor's prayer for relief is for cancellation and termination shall be effective to cancel or terminate this Lease.

19.17 Liability for the payment of rents and other obligations arising under this Lease cannot be avoided by the waiver of the use and enjoyment or the abandonment of the Premises or any part thereof or of the Unit by Individual Lessees.

19.18 This instrument constitutes the entire agreement between the parties hereto as of the date of execution. No party hereto has been induced by any other 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.

19.19 Lessor covenants that it will, so long as all Lessees shall continue to pay the rents provided in this Lease and observe the terms of this Lease, keep all mortgages executed by it and encumbering the Premises in good standing and pay promptly all sums required to be paid on such mortgage.

19.20 Notwithstanding the fact that Lessor may have some relation to, or some right, title or interest in the stock of, the Sponsor or vice versa, the Lessees acknowledge and agree that 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 Lessor of any of its promises and covenants in this Lease; or (b) as an actual, implied or constructive eviction of the Lessees from the Premises; or (c) as an excuse, justification, waiver or indulgence to the Lessees with regard to the Lessees prompt, full, complete and continuous performance of their covenants and promises herein.

10,21 In the event that the Premises are purchased by the Pines Recreational Facilities Association, Inc., in 2035 A.D., then this Lease Agreement shall be transfered to such entity, subject to Lessor's right to receive all rent under Paragraph 5.18 above, with no compensation due to the Lessees, on account of such transfer, as set forth in said documents.

19.22 It is acknowledged that this document is a non-exclusive Lease Agreement. In the event that it is finally determined in a court of law that it is improper to so create a non-exclusive long term lease in this format, then it is hereby agreed that this document shall be construed as a license or use agreement or as whatever valid contractual relationship necessary so as to continue the relationship intended hereby including, but not limited to, the payment of funds from those parties designated to pay such funds to Lessor and the providing of the facilities herein from Lessor to the Lessees.

19.23 The bessees hereto acknowledge that the Premises have been designed to serve a very large number of persons with many adverse interests. The bessees further agree that it is in the best interests of all bessees in view of the nature of this bease that cohesive management of the facilities is in order. This is particularly true inasmuch as there may be members of numerous condominium associations who are bessees under similar agreements. Therefore, each Individual bessee (or if legally required, the Association) does hereby adopt the terms of this bease and the rules and regulations promulgated by bessor from time to time as the rules and regulations pertaining to the use of the Premises and agrees that they individually and as members of the Association shall not vote to adopt rules or regulations affecting any parties' use or enjoyment of the Premises without the express consent of bessor.

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19.24 It is agreed that upon completion of the Community Center Building, subject to availability and scheduling, Lessor shall provide, in such location as Lessor deems fit, a meeting room to any organization consisting of one hundred (100) or more members who are both residents of Century Village and Lessees under this or similar Leases. It is agreed however, that such organization must request facilities to be made available by at least 30 days prior written notice to Lessor and may not have use of the Premises for more than one (1) meeting per month for a duration not to exceed two (2) hours. The meeting room to be made available and the day and time of the meeting is to be determined by Lessor. All other meetings for smaller groups or groups which do not satisfy the above criteria shall be governed by the rules and regulations promulgated therefor by Lessor. It is agreed that the scheduling of any meetings and the resolving of any conflicts concerning the same is a matter of balancing

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the competing multitude of interests of the Lessees of the Premises. All parties therefore agree that the decisions of Lessor shall be binding on each of them as each of them has delegated the authority to control the same to Lessor.

19.25 The parties hereto agree that no provision of this Lease shall be made the subject of court scrutiny under the theory that any particular clause is "unconscionable." No term or reservation herein shall be viewed as offensive unless actual harm has occurred on account thereof. It is acknowledged that Lessor, at the time of executing this Lease, intends to eventually make a substantial profit in the leasing of the Premises and the parties hereto agree that this factor shall not be considered as a ground in determining the full enforceability of this Lease.

19.26 Prior to any Individual Lessee executing this Lease, the decision to become a Lessee was made by the Individual Lessee voluntarily and although it was made at the time of the purchase of a Condominium Unit the Lessee was given the opportunity to purchase said unit without any obligation to elect to be bound by this Lease.

19.27 THE INDIVIDUAL LESSEE EXECUTING THIS AGREEMENT 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.

Covenants and agrees to do all things possible to assure that the Lessees herein (b) perform 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, himself, as Individual Lessee.

(d) Agrees and confirms that he (or they) voluntarily executed this Lease and agreed to be bound by the terms hereof. Further, the Individual Lessee acknowledges that he was fully advised as to the terms and duration of this Lease and had full opportunity to exercise the statutory rights to rescind his purchase containing the election to Lease at the time of contracting for the purchase of the unit and clotting to be a Lossee hereunder. The election contracting for the purchase of the dait and cletting to be a Lossee nereurger. The election to be bound by this lease was a willful and fully informed act on his or their part without any coersion or misrepresentation of any party and was made after being afforded the opportunity to review this lease with counsel.

19.28 THE INDIVIDUAL LESSEE EXECUTING THIS LEASE ACKNOWLEDGES THAT HE HAS HAD ADEQUATE 19.28 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:

IUM UNIT NO IN AT CENTURY VILLAGE CONDOMINIUM , ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORD AT PAGE OF THE PUBLIC RECORDS OF BROWARD COUNTY, PLORIDA; together CONDOMINIUM UNIT NO BOOK with a lien on all tangible personal property, including furniture, furnishings, fixtures, appliances, equipment and goods now and hereafter located therein and all additions and accessions thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and, if appropriate, have caused these presents to be signed by their proper Officers, and the Corporate Sale of the Corporation to be duly affixed, this \_\_\_\_\_ day of \_\_\_\_\_ , 19

Signed, Sealed and Delivered in the Presence of :

LESSOR :

C.V.P. COMMUNITY CENTER, INC.

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(SEAL)

(SEAL)

President

(print name)

(print name)

By:

witness

(print name and title) Attest:

witness

President (print name and title)

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	witness		
	STATE OF FLORIDA )		\$
	) 55:		
1	COUNTY OF BROWARD )		
	The foregoing instrument was acknowledge , by and	d before me this day of, 19_	
· · ·	and of Corporation, and they severally acknowledged instrument as President and corporation, and that the seal affixed to the fo said corporation, and that it was affixed to so authority, for and on behalf of the corporation produced as	Secretary, respectively, of said preegoing instrument is the corporate seal of aid instrument by due and regular corporate	1
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	described in and who executed the foregoing inst. and they acknowledged before me that he (they) the purpose therein expressed, and who is/ar	, to me well known to be the individual(s) rument, as the Individual Lessee(s) therein, executed the same freely and voluntarily for	
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#### DESCRIPTION OF PERMANENT RECREATION BUILDING - TRACT "J"

A portion of "Tract J" FLAMINGO WEST as recorded in Plat Book 78, Page 36 of the Public Records of Broward County Florida being more particularly described as follows:

COMMENCE a the Southwest corner of the Northwest One-Quarter (NW 1/4) of Section 23, Township 51 South, Range 40 East, said point having a state plane coordinate of N-603623.735, E-720686.414 (East Zone);

THENCE on a grid bearing of N 01°45'44" W along the West line of said Section 23 a distance of 2253,20 feet to the Westerly extension of the South right-of-way line of Southwest 10th street;

THENCE N 88°14'30" E along said right-of-way line a distance of 100.07 feet to a point of curvature of a tangent curve concave to the South;

THENCE Easterly along maid right-of-way line, along the arc of maid curve, to the right, having a central angle of 16°45'00" and a radius of 960.00 feet for an arc distance of 280.65 feet to a point of tangency:

THENCE S 75°00'30" E along said right-of-way line, along a line tangent to the last described curve a distance of 325.02 feet to a point of curvature of a tangent curve concave to the Northeast:

THENCE Southeasterly along said right-of-way line, along the arc of said curve, to the left, having a central angle of 07°48'53" and a radius of 1040.00 feet for an arc distance of 141.85 feet to the POINT OF BEGINNING of this description;

THENCE continue Easterly along said right-of-way line, along the arc of said curve, to the left having a central angle of 22°41'07" and a radius of 1040.00 feet for an arc distance of 411.77 feet to a point of tangency;

THENCE N 74°29'30" E along said right-of-way line, along a line tangent to the last described curve a distance of 373.00 feet to a point of curvature of a tangent curve concave to the Northwest;

THENCE Northeasterly along said right-of-way line along the arc of said curve, to the left, having a central angle of 16°52'04" and a radius of 1040.00 feet for an arc distance of 306.17 feet to a point of tangency;

THENCE N 57°37'26" E along said right-of-way line, along a line tangent to the last described curve a distance of 213.75 feet;

THENCE departing from said right-of-way line along the Easterly line of maid "Tract J" S 32°22'34" B a distance of 25.00 feet;

THENCE 5 08°47' 38" W along the Easterly line of said Tract a distance of 46.50 feet;

THENCE 5 57°37'26" W along the Southerly line of said Tract a distance of 183.14 feet to a point of curvature of a tangent curve concave to the Northwest;

THENCE Southwesterly along the Easterly line of said Tract along the arc of said curve, to the right, having a central angle of 11°02'28" and a radius of 1100.00 feet for an arc distance of 211.97 feet to a point of reverse curvature of a tangent curve concave to the East:

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THENCE Southwesterly, and Southerly along the Easterly line of said Tract along the arc of said curve, to the left, having a central angle of 92°33'29" and a radius of 310.00 feet for an arc distance of 500.79 feet to a point of reverse curvature of a tangent curve concave to the Northwest;

THENCE Southerly, Southwesterly, and Westerly along the Easterly line of said Tract along the arc of said curve, to the right, having a central angle of 101°01'05" and a radius of 540.00 feet for an arc distance of 952.07 feet to a point of compound curvature of a tangent curve concave to the Northeast;

THENCE Westerly, and Northwesterly along the Southerly line of said Tract along the arc of said curve, to the right, having a central angle of 68°51'26" and a radius of 240.00 feet for an arc distance of 288.43 feet to a point of compound curvature of a tangent curve concave to the East;

THENCE Northwesterly, and Northerly along the Southwesterly line of said Tract along the arc of said curve, to the right, having a central angle of 32°15'00" and a radius of 790.00 feet for an arc distance of 444.67 feet to a point of reverse curvature of a tangent curve concave to the Southwest; THENCE Northerly, and Northwesterly along the Southwesterly line of said Tract along the arc of said curve, to the left, having a central angle of 39°51'58" and a radius of 160.00 feet for an arc distance of 111.33 feet to a point on a non-tangent line;

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THENCE N 48°21'58" E departing from said Southwesterly line of Tract J along a radial extension of the last described curve a distance of 126.47 feet to a point on the arc of non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of S 48°21'58" W;

THENCE Southwesterly, Westerly, Northwesterly, Northerly, Northwesterly, and Westerly along the arc of said curve, to the left, having a central angle of 220°32'56" and a radius of 50.00 feet for an arc distance of 192.47 feet to a point of reverse curvature of a tangent curve concave to the Northeast;

THENCE Westerly, and Northwesterly along the arc of said curve, to the right, having a central angle of 67°06'53" and a radius of 40.00 feet for an arc distance of 46.86 feet to a point of tangency;

THENCE N 15°04'05" W along a line tangent to the last described curve a distance of 143.09 feet;

THENCE N 07°51'18" E a distance of 100.60 feet to the POINT OF BEGINNING;

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Said land situates within Broward County, Florida, containing 17.76 acres, more or less. EXHIBIT "A"

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#### COMMITTED AND NON-COMMITTED LEASED RECREATION FACILITIES

a. Committed:

 One permanent recreation building, shuffleboard courts and swimming pool, all as shown on this Exhibit.

New Hampton Recreation Area consists of one (1) tennis court and three (3) pools. The pools are of the minimum sizes and capacities as set forth in this Exhibit.

 Kingsley Recreation Area consists of one (1) tennis court and two (2) pools. The pools are of the minimum sizes and capacities as set forth in this Exhibit.

 Ivanhoe West Recreation Area consists of one (I) tennis court and one (I) pool. The pool is of the minimum size and capacity as set forth in this Exhibit.

Lancaster Recreation Area consists of one (1) tennis court and one (1) pool.
 The pool is of the minimum size and capacity as set forth in this Exhibit.

Buckingham Recreation Area consists of one (1) tennis court and two (2) pools.
 The pools are of the minimum sizes and capacities as set forth in this Exhibit.

 Buckingham East Recreation Area consists of one (1) tennis court and one (1) pool. The pool is of the minimum size and capacity as set forth in this Exhibit.

Cambridge Recreation Area consists of two (2) tennis courts and three (3) pools.
 The pools are of the minimum size and capacity as set forth in this Exhibit.

 Hawthorne Recreation Area consists of one (1) pool. The pool is of the minimum size and capacity as set forth in this Exhibit.

10. Ivanhoe East Recreation Area consists of two (2) pools. The pools are of the minimum size and capacity as set forth in this Exhibit.

11. Ivanhoe East #111 Recreation Area consists of one (1) tennis court.

 Garfield Recreation Area consists of one (1) pool. The pool is of the minimum size and capacity as set forth in this Exhibit.

13. Plymouth #I Recreation Area consists of two (2) tennis court and one (1) pool. The pool is of the minimum size and capacity as set forth in this Exhibit.

 suffolk #I Recreation Area consists of one (1) pool. The pool is of the minimum size and capacity as set forth in this Exhibit.

#### (b) Non-Committed:

1. Falmouth Recreation Area which will consist of one (1) pool. The Falmouth Recreation Area will become a committed recreation area twelve (12) months after the completion and closing of the 320th in the Falmouth at Century Village Area. In the event said number of units are not completed, then the Lessor shall not be committed to build such facilities although Lessor shall have the right, but not the obligation to build the same and add such facilities to the lessed premises. The pool, if built, shall be of the minimum size and capacity as set forth in this Exhibit.

2. Suffolk #II Recreation which will consist of one (1) pool. The Suffolk #II Recreation Area will become a committed recreation area twelve (12) months after the completion and closing of the 420th in the Suffolk #II at Century Village Area. In the event said number of units are not completed, then the Lessor shall not be committed to build such facilities although Lessor shall have the right, but not the obligation to build the same and add such facilities to the leased premises. The pool, if built, shall be of the minimum size and capacity as set forth in this Exhibit.

3. Plymouth #III Recreation Area which will consist of one (1) pool. The Plymouth #III Recreation Area will become a committed recreation area twelve (12) months after the completion and closing of the 340th in the Plymouth #III at Century Village Area. In the event said number of units are not completed, then the Lessor shall not be committed to build such facilities although Lessor shall have the right, but not the obligation to build the same and add such facilities to the Leased premises. The pool, if built, shall be of the minimum size and capacity as set forth in this Exhibit. 4. Club Health Recreation Area which will consist of a heated walking pool and exercise facilities shall be committed on January 1, 1997. The pool shall be of the minimum size and capacity as set forth in this Exhibit.

5. There will be a minimum of one (1) pool added to the Demised Premises for each additional five hundred (500) residential units in the project, and a minimum of one (1) tennis court added to the Demised Premises for each additional eight hundred (800) residential units in the project. Each pool and tennis court shall be of the minimum size and capacity set forth on this Exhibit. The exact location of said facilities shall be determined and disclosed when condominiums in the section in which they are to be located are filed for registration with the Florida Division of Land Sales, Condominium and Mobile Nomes. Such facilities will then be identified by a description that is sufficient to pass title. In the event said number of units are not completed, then the Lessor shall not be committed to build the same and add such facilities to the leased premises. Lessor may add

such facilities earlier than required. Such requirements are cumulative. The fact that there may be additional facilities added to the leased premises does not necessarily mean that each condominium or group of condominiums will have a pool and tennis court located in that particular section.

6. Golf Course Recreation Area (Page 9 of this Exhibit). The Golf Course will become a committed recreation area twelve (12) months after the completion and closing of the 7,750th unit in the Century Village project. In the event said number of units are not completed, then the Lessor shall not be committed to cause such facilities to be added to the Demised Premises although Lessor shall have the right, but not the obligation, to cause such facilities to be added to the leased premises.

The exact location of each recreation area specified in Paragraphs b. 4 and 5 above, will be determined at such time as final layout and design for each section is determined. The representations contained in this Exhibit are minimums.

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EXHIBIT "B"

	CENTURY VILLAGE AT PER	
ATN CLUBHOUSE (1 0	Leased Recreation Factorian Community Center Building) -	
Pool 1 (indoor		
(i) (ii) (iti)	Room Area Pool Depth Pool Size Pool Volume Pool Bathing Capacity Heated Yes	2,100 $\pm$ sq. ft. 3' X 6' 25' X 50' 40,000 $\pm$ gallons 22 persons
Pool 2 (outdoo	or):	
(iv) (v)	Patio Area Pool Depth Pool Size Pool Volume Pool Bathing Capacity Heated None	10,000 ± sq, ft. 3' X 6' 53' X 80' 135,680 ± gallons 75 persons
Shuffleboard (	Courts (6):	
(i) (ii)	Area of each Court 56' $\pm$ Capacity of each Court	X 10' ± 4 persons
RESIDENTIAL AREAS - Co	mmitted:	
NEW HAMPTON I, II,	III and IV;	
Pools 1 and 2		
(i) (ii) (ii) (iv) (v) (v) (vi)	Patio Area Pool Depth Pool Size (irreg. shape) Pool Volume Pool Bathing Capacity Heated None	7,600 ± sq. ft. 3' X 6' 43' X 63' 59,670 ± gallons 33 persons
Pool 3:		
(iii) (iv) (v)	Patio Area Pool Depth Pool Size (irreg. shape) Pool Volume Pool Bathing Capacity Heated None	10,540 ± sq. fr. 3' X 6' 52' X 69' 79,570 ± gallons 44 persons
Tennis Court:		
(i) (ii)	Area of each Court 60' $\pm$ Capacity of each Court	X 120' ± 4 persons
KINGSLEY I, II and	III:	
Pools 1 and 2		
(i) (ii) (iii) (iv) (v) (v) (vi)		7,600 ± sq. ft. 3' X 6' 43' X 63' 59,670 ± gallons 33 persons
Tennis Court:		
(i) (ii)	Area of each Court 60' ± Capacity of each Court	X 120' ± 4 persons
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## IVANHOE WEST I and II:

Pool 1:

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Pool 1:		
(11 (11	Patio Area ) Pool Depth i) Pool Size (irreg. shape) ) Pool Volume Pool Bathing Capacity ) Heated None	10,540 ± sq. ft. 3' X 6' 52' X 69' 79,570 ± gallons 44 persons
Tennis Cou	rt:	
(i) (ii	Area of each Court $60' \pm .$ Capacity of each Court	X 120 ± 4 persons
LANCASTER 1:		
Pool 1:		
(i) (ii (ii (iv (v) (v) (vi	Patio Area ) Pool Depth i) Pool Size (irreg. shape) ) Pool Volume Pool Bathing Capacity ) Heated None	7,600 ± sq. ft. 3' X 6' 43' X 63' 59,670 ± gallons 33 persons
Tennis Cou		
(i) (ii	Area of each Court 60' ± 1 ) Capacity of each Court	X 120′ ± 4 persons
BUCKINGHAM I, J	I and III:	
Pools 1 and	d 2:	
(i) (ii (ii (iv (v) (v)	Patio Area ) Pool Depth i) Pool Size (irreg. shape) ) Pool Volume Pool Bathing Capacity ) Heated None	7,600 ± sq. ft. 3' X 6' 43' X 63' 59,670 ± gallons 33 persons
Tennis Cou		
(i) (ii	Area of each Court 60' ± ) Capacity of each Court	X 120' ± 4 persons
BUCKINGHAM EAST		
Pool 1:		
(i) (ii (ii (iv (v) (vi	Patio Area ) Pool Depth i) Pool Size (irreg. shape) ) Pool Volume Pool Bathing Capacity ) Heated None	7,600 ± sq. ft. 3' X 6' 43' X 63' 59,670 ± gallons 33 persons
Tennis Cour		
15)	Area of each Court 50' + )	1201 +

CAMBRIDGE I, II, III and IV:

Pools 1, 2 and 3:

(i)	Patio Area	7,600 ± sq. ft.
(11)	Pool Depth	3' X 6'
(iii)	Pool Size (irreg. shape)	43' X 63'
(iv)	Pool Volume	59,670 + gallons
(v)	Pool Bathing Capacity	33 persons
(vi)	Heated None	co. elegante à

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Tennis Courts 1 and 2:

(i)	Area of each Court	60'	±Χ	120' ±
(11)	Capacity of each Court	÷		4 persons

HAWTHORNE I and II:

Pool 1:

(i)	Patio Area	7,600 ± sq. ft.
(ii)	Pool Depth	3' X 6'
(iii)	Pool Size (irreg. shape)	43' X 63'
(jv)	Pool Volume	59,670 ± gallons
(v)	Pool Bathing Capacity	33 persons
(vi)	Heated None	

IVANHOE EAST I and II:

Pool 1:

(ii) Pool Depth 3' (iii) Pool Size (irreg. shape) 43 (iv) Pool Volume 57	049 <u>+</u> sq. ft. X 6'
i i i i i i i i i i i i i i i i i i i	6" X 63'6" ,500 ± gallons persons
(vi) Heated None	

Pool 2:

(1)	Patio Area	8,049 ± sq. ft.
(ii)	Fool Depth	3' X 6'
(iii)	Pool Size (irreg, shape)	43'6" X 63'6"
(iv)	Pool Volume	57,500 ± gallons
(v)	Pool Bathing Capacity	32 persons
(vi)	Heated None	

IVANHOE EAST III

Tennis Court:

(i)	Area of each Court 60'	±	Х	120' ±
(11)	Capacity of each Court			4 persons

GARFIELD Fool 1:

8,049 ± sq. ft.
3' X 6'
43'6" X 63'6"
57,500 ± gallons
32 persons

PLYMOUTH #I

Patio Area Pool Depth Pool Size (irreg, shape) Pool Volume Pool Bathing Capacity Voated None Pool 1: (1) (ii)

(11) (iii) (iv) (v) (vi)

8,049 <u>+</u> sq. ft. 3' X 6' 43'6" X 63'6" 57,500 <u>+</u> gallons 32 persons

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Tennis Court 1:

Area of each Court 60' ± X 120' ± Capacity of each Court 4 persons (i) (ii) Capacity of each Court

23

SUFFOLK #1

1222	(i)	Patio Area	8,049 ± sq. ft.
	(ii)	Pool Depth	3' X 6'
	(iii)	Pool Size (irreg. shape)	43'6" X 63'6"
	(iv)	Pool Volume	57,500 ± gallons
	(v)	Pool Bathing Capacity	32 persons
	(vi)	Heated None	and an entry of the second

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RESIDENTIAL AREAS - Non-Committed:

#### FALMOUTH

0.554	(i)	Patio Area	8,049 ± sg. ft.
	(ii)	Pool Depth	3' X 6'
	(iii)	Pool Size (irreg. shape)	43'6" X 63'6"
	(1v)	Pool Volume	57,344 gallons
	(v)	Pool Bathing Capacity	32 persons
	(vi)	Heated None	1999 B. 1997 C. 1997

SUFFOLK #11

Pool 1:

i)	Patio Area	8,049 ± sq. ft.
ii)	Pool Depth	3' X 6'
iii)	Pool Size (irreg. shap	e) 43'6" X 63'6"
iv)	Pool Volume	57,500 ± gallons
V)	Pool Bathing Capacity	32 persons
vi)	Heated	None

PLYMOUTH #III Pool 1:

7		
(i)	Patio Area	8,049 ± sq. ft.
(ii)	Pool Depth	3' X 6'
(iii)	Pool Size (irreg. shape)	43'6" X 63'6"
(iv)	Fuol Volume	57,500 ± gallons
(v)	Pool Bathing Capacity	32 persons
(vi)	Heated None	

CLUB HEALTH - RIVER WALK

Pool 1:

(i) 21,680 Gallons of Water
 (ii) 990 Square Feet of Pool Surface Area

The non-committed Pools and Tennis Courts to be added to any other areas shall be of the same minimum area, depth, size, volume and capacity as Pools 1 and 2 of New Hampton and Kingsley, and the Tennis Courts described above. The Pools will not be heated.

NOTE: The above dimensions, etc. are approximations and stated in minimums.

24



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

# **Detail by Entity Name**

Florida Not For Profit Corporation
PLYMOUTH AT CENTURY VILLAGE CONDOMINIUM #III ASSOCIATION, INC.

Filing Information

<u></u>		
Document Number	N97000000435	
FEI/EIN Number	65-0731809	
Date Filed	01/21/1997	
State	FL	
Status	ACTIVE	
Last Event	AMENDMENT	
Event Date Filed	09/26/2018	
Event Effective Date	NONE	
Principal Address		
13460 SW 10 STREET		
SUITE 101		
PEMBROKE PINES, FL 33	8027	
Ob an and 07/47/0000		
Changed: 07/17/2002		
<u>Mailing Address</u>		
13460 SW 10 STREET		
SUITE 101		
PEMBROKE PINES, FL 33027		
Changed: 07/17/2002		
Registered Agent Name & Address		
OTTO, CHARLIE ESQ		
2699 STIRLING RD		
SUITE C-207		
FORT LAUDERDALE, FL 33312		
Name Changed: 02/18/2008		
Address Changed: 01/16/2	009	

Address Changed: 01/10/200

Officer/Director Detail

Name & Address

**Title Treasurer** 

| \_. \_\_..\_ \_....

GLOBUS, RICHARD 601 SW 142ND AVE, Q-114 PEMBROKE PINES, FL 33027

**Title President** 

ERICKSON, BEVERLY 701 SW 142 AVE S-105 PEMBROKE PINES, FL 33027

**Title Secretary** 

Creammer, Bill 571 SW 142 AVE O-202 PEMBROKE PINES, FL 33027

Title Director

Trone, Debra 701 SW 141 AVE R-309 PEMBROKE PINES, FL 33027

**Title Director** 

Cornish, Mildred 571 SW 141 AVE N-211 PEMBROKE PINES, FL 33027

Title VP

CALOMINO, JOE 601 SW 141 AVE P-311 PEMBROKE PINES, FL 33027

# Annual Reports

Report Year	Filed Date
2016	02/10/2016
2017	02/15/2017
2018	01/20/2018

## **Document Images**

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# Detail by Entity Name

Florida Department of State, Division of Corporations



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

# **Detail by Entity Name**

C.V.P. COMMUNITY CENTER, INC.		
G74303		
59-2426471		
12/16/1983		
FL		
ACTIVE		
AMENDMENT		
04/26/2001		
NONE		
3027		
<u>Mailing Address</u> 1601 FORUM PLACE		
SUITE 500		
33401		
<u>\ddress</u>		
MEROLA, MARY JANE		
1601 FORUM PLACE		
SUITE 500 WEST PALM BEACH, FL 33401		
0+01		
Name Changed: 04/29/1999		
005		
Officer/Director Detail Name & Address		
Title Director		

LEVY, HI

. \_. . \_ \_ ---http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=CVPCOMM... 1/3 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

Title Director, President

LEVY, MARK F 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

Title VP

LEVY, JOURDAN 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

**Title Secretary** 

MEROLA, MARY JANE 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

Title VP, Assistant Secretary

BECKHART, GEORGE 13300 SW 10TH ST PEMBROKE PINES, FL 33027

Title VP, Treasurer

WELLS, MONICA 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

**Title Director** 

HALPERIN, BARRY 1601 FORUM PLACE SUITE 500 WEST PALM BEACH, FL 33401

Title VP

CRUZ, DANIEL 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

# Annual Reports

Report Year	Filed Date
2016	04/13/2016
2017	04/07/2017
2018	04/13/2018

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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 Profit Corporation PINES MASTER MANAGEMENT, INC.		
Filing Information		
Document Number	G74302	
FEI/EIN Number	59-2426459	
Date Filed	12/16/1983	
State	FL	
Status	ACTIVE	
Last Event	AMENDMENT	
Event Date Filed	07/24/1991	
Event Effective Date	NONE	
Principal Address		
13300 SW 10TH STREET		
PEMBROKE PINES, FL 33	8027	
Changed: 04/15/2013		
Changed: 04/15/2013		
<u>Mailing Address</u>		
1601 FORUM PLACE - SUITE 500		
WEST PALM BEACH, FL 33401		
Changed: 04/05/2005		
Registered Agent Name & Address		
MEROLA, MARY JANE		
1601 FORUM PLACE - SUITE 500		
WEST PALM BEACH, FL 33401		
Name Changed: 04/29/1999		
Address Changed: 04/05/2005		
Officer/Director Detail		
Name & Address		
Title Director		
LEVY, H I		
1601 FORUM PLACE - SUITE 500		

WEST PALM BEACH, FL 33401

http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=PINESMAS... 1/3

Title Director, President

LEVY, MARK 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

Title VP

LEVY, JOURDAN 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

Title VP, Assistant Secretary

BECKHART, GEORGE 13300 SW 10TH STREET PEMBROKE PINES, FL 33027

**Title Secretary** 

MEROLA, MARY JANE 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

Title VP, Treasurer

WELLS, MONICA 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

**Title Director** 

HALPERIN, BARRY 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

Title VP

CRUZ, DANIEL 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

## Annual Reports

Report Year	Filed Date
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2018	04/13/2018

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Florida Department of State, Division of Corporations

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 PINES RECREATIONAL FACILITIES ASSOCIATION, INC.

**Filing Information** 

Document Number	N04987		
FEI/EIN Number	65-0122457		
Date Filed	09/05/1984		
State	FL		
Status	ACTIVE		
Principal Address			
13300 SW 10TH STREE			
PEMBROKE PINES, FL 33027			
Changed: 04/15/2012			

Changed: 04/15/2013

Mailing Address

1601 FORUM PLACE SUITE 500 WEST PALM BEACH, FL 33401

Changed: 04/06/2005

Registered Agent Name & Address

MEROLA, MARY J 1601 FORUM PLACE SUITE 500 WEST PALM BEACH, FL 33401

Name Changed: 05/05/2000

Address Changed: 04/06/2005

**Officer/Director Detail** 

# Name & Address

**Title Director** 

LEVY, H I 1601 FORUM PLACE - SUITE 500 WEST PALM BCH, FL 33401 LEVY, MARK F 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

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Title VP

- -

LEVY, JOURDAN 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

Title VP, Asst. Secretary

BECKHART, GEORGE 13300 SW 10TH STREE PEMBROKE PINES, FL 33027

**Title Secretary** 

MEROLA, MARY JANE 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

Title VP, Treasurer

WELLS, MONICA 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

**Title Director** 

HALPERIN, BARRY 1601 FORUM PLACE SUITE 500 WEST PALM BEACH, FL 33401

## Annual Reports

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2017	04/07/2017
2018	04/13/2018

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# Detail by Entity Name

Florida Department of State, Division of Corporations

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 PINES COMMUNITY SERVICES AND FACILITIES ASSOCIATION, INC.

**Filing Information** 

Document Number	N04986		
FEI/EIN Number	65-0122458		
Date Filed	09/05/1984		
State	FL		
Status	ACTIVE		
Principal Address			
13300 SW 10TH STREET PEMBROKE PINES, FL 33027			
Changed: 04/15/2013			

Mailing Address

1601 FORUM PLACE SUITE 500 WEST PALM BEACH, FL 33401

# Changed: 04/06/2005

**Registered Agent Name & Address** 

MEROLA, MARY JANE 1601 FORUM PLACE SUITE 500 WEST PALM BEACH, FL 33401

Name Changed: 05/05/2000

Address Changed: 04/06/2005

**Officer/Director Detail** 

# Name & Address

**Title Director** 

LEVY, H I 1601 FORUM PLACE-SUITE 500 WEST PALM BEACH, FL 33401 LEVY, MARK F 1601 FORUM PLACE-SUITE 500 WEST PALM BEACH, FL 33401

-----

Title VP

- -

LEVY, JOURDAN 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

Title VP, Asst. Secretary

BECKHART, GEORGE 13300 SW 10TH STREET PEMBROKE PINES, FL 33027

**Title Secretary** 

MEROLA, MARY JANE 1601 FORUM PLACE - SUITE 500 WEST PALM BEACH, FL 33401

Title VP, Treasurer

WELLS, MONICA 1601 FORUM PLACE -SUITE 500 WEST PALM BEACH, FL 33401

**Title Director** 

HALPERIN, BARRY 1601 FORUM PLACE SUITE 500 WEST PALM BEACH, FL 33401

# Annual Reports

Report Year	Filed Date
2016	04/13/2016
2017	04/07/2017
2018	04/13/2018

#### **Document Images**

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04/14/2015 ANNUAL REPORT	View image in PDF format
04/14/2014 ANNUAL REPORT	View image in PDF format
04/15/2013 ANNUAL REPORT	View image in PDF format
04/13/2012 ANNUAL REPORT	View image in PDF format
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04/06/2005 ANNUAL REPORT	View image in PDF format
04/19/2004 ANNUAL REPORT	View image in PDF format
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<u>04/29/1999 ANNUAL REPORT</u>	View image in PDF format
04/29/1998 ANNUAL REPORT	View image in PDF format
05/13/1997 ANNUAL REPORT	View image in PDF format
05/01/1996 ANNUAL REPORT	View image in PDF format
06/28/1995 ANNUAL REPORT	View image in PDF format

# Detail by Entity Name

Florida Department of State, Division of Corporations

This Instrument was prepared by: Anna M. Luca Hilcoast Title Insurance Agency Inc. 13460 S.W. 10th Street Pembroke Pines, Florida 33027

Return to: Will Call: NEWCEN/HILCOAST TITLE 13460 S.W. 10th Street Pembroke Pines, FL 33027

Social Security #:

Property control #:

98-038249 T#001 01-22-98 09:23AM

\$ 713.30 DOCU. STAMPS-DEED RECVD.BROWARD CNTY

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COUNTY ADMIN.

#### WARRANTY DEED

THIS WARRANTY DEED, made this <u>December 24, 1997</u> by and between NEWCEN Communities, Inc., 1346D S.W. 10th Street, Pembroke Pines, Florida 33027, a Florida corporation, as Grantor, of the County of Broward and State of Florida, Party of the First Party and <u>Morris J.</u> <u>Rothenberg A Single Person</u>, as Grantee, whose post office address is: <u>303 PLYMOUTH N, 571 S.W. 141ST AVENUE</u>, Pembroke Pines, Fl. 33027, Party of the Second Part:

#### WITNESSETH:

That the Party of the First Part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to it in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to said Party of the Second Part, and said Party's heirs, successors and assigns forever, the following described real property, located and situate in the County of Broward and State of Florida, to wit:

CONDOMINIUM PARCEL NO. <u>303 Building N of PLYMOUTH</u> at CENTURY VILLAGE CONDOMINIUM <u>#III</u>, according to the Declaration of Condominium thereof, recorded in Official Record Book <u>25997</u>, at Page <u>359</u>, of the Public Records of Broward County, Florida, as may be and/or has been amended from time to time in accordance with the laws of the State of Florida, by amendment(s) recorded in said Public Records.

This conveyance is subject to the following, and by accepting this Deed, the Party of the Second Part does agree to assume and/or abide by the following:

1. Taxes for the year of this conveyance and subsequent years.

 The above-referenced Declaration of Condominium and Exhibits attached thereto, as may be and/or has been amended from time to time in accordance with the laws of Florida, by amendment(s) recorded in said Public Records.

3. Conditions, limitations, restrictions, easements, and all other matters in said Public Records.

4. That certain Master Management Agreement for the management of certain Community Services and Facilities, a copy of which is attached to the aforedescribed Declaration of Condominium as Exhibit No. 6, which Master Management Agreement has been contemporaneously executed by the parties therein specified, an executed Memorandum of which is attached hereto as Exhibit "A".

5. Declaration of Restrictive Covenants Re: Community Services and Facilities and exhibits attached thereto, and incidences and obligations of membership in said Pines Community Services and Facilities Association, Inc., as recorded in Official Record Book <u>11999</u> at Page <u>79</u> in the Public Records of Broward County, Florida, and as may be and/or has been amended from time to time by amendment(s) recorded in said Public Records.

6. Declaration of Restrictive Covenants Re: Recreational Facilities and exhibits attached thereto as recorded in Official Record Book <u>11999</u> at Page <u>96</u> in the Public Records of Broward County, Florida, and as may be and/or has been amended from time to time by amendment(s) recorded in said Public Records, and incidences and obligations of membership in said Pines Recreational Facilities Association, Inc., as set forth therein and in the Joinder Agreement executed contemporaneously herewith and attached as Exhibit "B".

7. The Long Term Lease as to certain recreational facilities, a copy of which is attached to the aforedescribed Declaration of Condominium as Exhibit No. 2, which Lease has been contemporaneously entered into by the Grantee(s) herein, an executed Memorandum of which is attached hereto as Exhibit "C".

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The benefits and obligations hereunder shall inure and be binding upon the heirs, executors, administrators, sucessors, and assigns of the respective parties hereto. The Grantor does hereby fully warrant the title to all the premises hereby conveyed, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by the duly authorized officers of the Corporation and its Corporate Seal affixed, all on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Individual Wi DORIS LEVENTHAL

NEWCEN COMMUNITIES, INC., a Florida corpora≱ion By: (Seal) Nice President Halfo

(CORPORATE SEAL)



STATE OF FLORIDA ) )SS: COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, appeared Harold Cohen known personally to me to be the person described in and who executed the foregoing instrument as Vice President of NEWCEN COMMUNITIES, Inc., a Florida corporation, and he acknowledged before me that he executed the same in the presence of two witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. The party has not taken an oath.

Jour Leurs Ngtory/Public

(NOTARIAL IMPRESSION SEAL)

OFFICIAL NOTARY SEAL JOYCE LEWIS NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC639000 MY COMMISSION EXP. APR. 29.2001

Page 2 of 8

#### ACKNOWLEDGEMENT AND ACCEPTANCE BY GRANTEE

GRANTEE, by acceptance and execution of this Deed, acknowledges that this conveyance is subject in every respect to the Declaration of Condominium and exhibits attached thereto, including but not limited to, the survey, the long-term lease, Articles of Incorporation of the Association, the By-laws of the Association, the Management Agreement, the Master Management Agreement, and all amendments to the aforesaid Delcaration and exhibits. Grantee further acknowledges that this conveyance is subject in every respect to the provisions of the Declarations of Restrictive Covenants described in this Deed and the exhibits thereto, including but not limited to, said Joinder Agreement, Option Contract, By-laws and Charter of Pines Recreational Facilities Association, Inc. and the By-laws and Charter of Pines Community Services and Facilities Association, Inc. Grantee further acknowledges having read and examined all of said documents, and acknowledges that each and every provision of the foregoing documents are essential to the successful operation and management of said condominium property and Community Services and Facilities, and in the best interst and for the benefit of all owners therein and to the operation of the recreational facilities, during and after the expiration of said long-term lease. Grantee covenants and agrees to abide by each and every provision of both said condominium documents and said Declarations of Restrictive Covenants. Grantee hereby ratifies and confirms all of the terms and provisions of said Declaration of Restrictive Covenants and all exhibits attached thereto, and said Joinder Agreement signed by Grantee, and agrees that both the rent due under the long-term lease and the provisions thereof, the Management Fee under the Management Agreement and the provisions thereof, the Master Management Fee under the Master Management Agreement and the provisions thereof, are reasonable, fair and equitable. Grantee acknowledges and confirms that by his execution hereof of the long-term lease, Master Management Agreement, and Joinder Agreement, he has voluntarily and willingly encumbered and impressed a lien, current and prospective, upon the condominium parcel being conveyed by this Deed as security for his obligations under said long-term lease, Master Management Agreement, and Declarations of Restrictive Covenants.

IN WITNESS WHEREOF, Grantee(s) have hereunto set their hands and seals this December 24, 1997.

ris J. Rothern

Signed, Sealed and Delivered in the Presence of:

U ANNA LUCA tness-PRINT NAME

**OYCE LEWIS** STATE COUNTY OF

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared <u>Morris J. Rothenberg</u> to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that <u>the</u> executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this  $\frac{29}{29}$  day of <u>Jecember</u>

n

My Commission expires:

)		/k	Jun	
OFFICIAL NOT	ARY SEAL	offery Public		
ANNA LU	CA	ſ		
NOTARY PUBLIC STA	TE OF FLORIDA	]		
COMMISSION NO	. CC629888			
MY COMMISSION EX	P. MAR. 31, 2001			

0125d/0088c

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#### MEMORANDUM OF MASTER MANAGEMENT AGREEMENT

This Memorandum of Master Management Agreement has been prepared for recordation in accordance with the laws of the State of Florida.

WHEREAS, PINES MASTER MANAGEMENT, INC., A Florida corporation as MASTER MANAGEMENT FIRM, and the person or persons whose name are subscribed at the end of this Memorandum, as OWNER, did enter into that certain MASTER MANAGEMENT AGREEMENT, a copy of the form for which is atlached as Exhibit No. 6 to that certain Declaration of Condominium recorded in Official Record Book 25997, at Page 359, Public Records of Broward County, Florida; and

WHEREAS, it is the express purpose of said MASTER MANAGEMENT AGREEMENT to provide COMMUNITY SERVICES AND FACILITIES as therein specified and imposes obligations on the Parties thereto, which obligations run with Owner's Condominium Unit and bind OWNER's successors and assigns; and

WHEREAS, this Memorandum is being executed to give notice to all persons whomsoever that the original of said MASTER MANAGEMENT AGREEMENT has been executed by the MASTER MANAGEMENT FIRM and OWNERS. (Wherever used herein, the term OWNER shall include the singular and plural, masculine and feminine, and the heirs, successors and assigns of said OWNER, where the context so admits or requires).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, this Memorandum is being executed to confirm the following:

1. That OWNER, by executing the original of said MASTER MANAGEMENT AGREEMENT and this Memorandum thereof, covenants to abide by all the provisions of said MASTER MANAGEMENT AGREEMENT the form of which is attached to the Declaration of Condominium heretofore described.

2. That the term of said AGREEMENT shall commence as of the date hereof and shall have effect through December 29, 2035, provided, however, that the MASTER MANAGEMENT FIRM may, upon sixty (6D) days written notice given to OWNER, terminate and cancel said MASTER MANAGEMENT AGREEMENT in accordance with the terms thereof.

3. That OWNER shall abide by the rules and regulations promulgated from time to time by the MASTER MANAGEMENT FIRM concerning the use of the COMMUNITY SERVICES AND FACILITIES.

4. The OWNER shall pay to the MASTER MANAGEMENT FIRM such Master Management Fees as are specified in the MASTER MANAGEMENT AGREEMENT.

5. The OWNER has by the execution of the MASTER MANAGEMENT AGREEMENT and this Memorandum thereof, granted unto the MASTER MANAGEMENT FIRM a lien upon any right, title or interest of the OWNER in the CONDOMINIUM PROPERTY and upon the CONDOMINIUM UNIT of such OWNER to secure payment of all monies due under the MASTER MANAGEMENT AGREEMENT, which lien shall encumber the following described CONDOMINIUM UNIT, to wit:

Condominium Unit No. 303 Building N of PLYMOUTH at CENTURY VILLAGE CONDOMINIUM #III, according to the Declaration of Condominium thereof, recorded in Official Record Book 25997 359 of the Public Records of Broward County, Florida as may be and/or has been at Page amended from time to time by ammendments recorded in said Public Records; together with a lien on all tangible personal property, including furniture, furnishings, fixtures, appliances, equipment and goods now or hereinafter located upon or within such Condominium Unit.

6. Any subsequent persons taking title to this CONDOMINIUM UNIT shall assume and agree to pay the monies due under the MASTER MANAGEMENT AGREEMENT and this Memorandum thereof, and to be bound by the terms and provisions thereof, which assumption shall be reflected on the instrument of conveyance.

IN WITNESS WHEREOF, the OWNER has set his hand and seal this December 24, 1997.

Signed, Sealed and Delivered in the Rresence of:

STATE OF

19 99.

(NOTARIAL

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n Witness-PRINT NAME ANNA LUCA

10111/1 Wines -PRINT NAME JOYCE LEWIS

IMPRESSION SEAL

OFFICIAL NOTARY SEAL ANNA LUCA

NOTARY PUBLIC STATE OF FLORIDA

COMMISSION NO. CC629888

MY COMMISSION EXP. MAR. 31, 2001

)55

s J. Rothenbe

COUNTY OF Mowark The foregoing instrument was acknowledged before me by Morris J. Rothenberg as to OWNER(s). WITNESS my hand and official seal in the State and County aforesaid, this 🖨

NOTARY PUBLIC My Commission Expires:

This instrument was prepared by: ROBERT LEE SHAPIRO, ESG. Levy, Shapiro, Kneen & Kingcade, P.A. P.O. BOX 2755 Palm Beach, FL 33480

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EXHIBIT A TO WARRANTY DEED

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#### JOINDER AGREEMENT

WHEREAS, the undersigned, hereinafter referred to as "Member" executed as Individual Lossee that certain document entitled "Long-Term Lease", and a Memorandum thereof. Leasing certain recreational facilities, hereinafter referred to as "Cenclub", Located within the Condominium Project known as Century Village, Pembroke Pines, Florida; and,

WHEREAS. Pines Recreational Facilities Association. Inc., hereinafter referred to as "Pines-Rec", has entered into an Option Contract for Sale and Purchase of Cenclub wherein Pines-Rec was granted an option to purchase Cenclub after September 15, 2035 but on or before December 29, 2035; and,

WHEREAS, in the event Pines-Rec exercises said option, it is the desire and in the best interest of member to provide for the continued use and operation of Cenclub by Pines-Rec and to provide for the collection of expenses for the Operation of Cenclub if acquired by Pines Rec; and.

WHEREAS, it is appropriate, therefore, that said Member and others similarly situated join Pines-Rec and commit to pay their fair share of said acquisition and operational costs of Cenclub and secure said commitment with a Lien upon Member's condominium parcel described below, if Cenclub is so acquired.

NOW, THEREFORE, for and in consideration of the covenants herein contained and to induce C.V.P. Community Center, Inc. to grant Pines-Rec the right to buy the Cenclub property, the undersigned does hereby agree as follows:

1. The Member, by the execution of this document does hereby confirm his membership, as a Class A Member, in Pines-Rec and as such shall be entitled to the benefits and be subject to the obligations consistent with said membership.

2. After the acquistion of Canclub by Pines-Rec, the Member agrees to promptly pay monthly his prorata share of the expenses of the acquisition and operation of Canclub as the same are assessed by Pines-Rec.

3. The Hember, for and on behalf of himself, his guests, invitees, licensees, agents, servants of employees does hereby agree to be bound by and abide by the rules and regulations for the operation of Cenclub after title thereto is acquired by Pines-Rec.

4. This membership is given and accepted in full recognition of certain non-exclusive Leases in and to Cenclub that C.V.P. Community Center, Inc. may have, now and in the future, entered into with other persons, entities, or corporations who may have a possessory interest in and to Cenclub. Further, this membership is given and accepted subject to the terms and conditions of the option contract for sale and purchase between C.V.P. Community Center, Inc. and Pines-Rec for the purchase of the Cenclub property and the Articles of Incorporation and By-Laws of Pines-Rec. It is further agreed that the execution of this Joinder Agreement shall not effect any of existing obligations between the undersigned as individual Lessee or his condominium association and C.V.P. Community Center, Inc. as Lessor under said Long-Term Lease; nor shall the same be considered a breach or default thereof and member agrees that he is and shall continue to be fully bound by the terms thereof.

THIS INSTRUMENT PREPARED BY: GARY L. KORNFELD, ESQ. LEVY, KNEEN, BOYES, WIENER, GOLDSTEIN & KORNFELD, P.A. Suite 1000 1400 Centrepark Boulevard Vest Palm Beach, Florida 33401

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#### EXHIBIT B TO WARRANTY DEED

5. The undersigned does agree to do no act, either individually or as a Hemper of Pines-Rec, which would cause C.V.P. Community Center, Inc., as Lessor, to default under the Long-Term Lease in and to Cenclub that may now and hereafter exist.

6. The undersigned may not resign from Pines-Rec nor waive his right to membership in said corporation, nor shall the undersigned exempt himself from Liability for any assessment Levied by Pines-Rec by waiver of the use or enjoyment of Cenclub or by abandonment of the undersigned's residence, or in any other manner except as provided in the Articles and By-Laws of Pines-Rec.

7. The Hember, by executing this Joinder Agreement:

[a] covenants and agrees to perform each and every of the promises, duties and undertakings to be performed by members of Pines-Rec in accordance with its Articles and By-Laws.

[b] covenants and agrees to do all things possible to assure that Pines-Rec performs the promise, duties and undertakings to be performed by it under its contractual arrangements with C.V.P. Community Center, Inc.

[c] ratifies and confirms each and every provision of the Pines-Rec Articles, By-Laws, and option to purchase Cenclub from C.V.P. Community Center, Inc., all the terms and provisions thereof having been fully disclosed and accepted as being reasonable and in the best interests and for the benefit of all of the Members of Pines-Rec and himself as a Member thereof.

[d] ratifies and affirms the acts of the directors of Pines-Rec and of Pines-Rec itself in executing the option contract for sale and purchase with C.V.P. Community Center. Inc. and agrees that the directors of Pines-Rec in entering into said option agreement have not breached any duties and obligations to the corporation and/or its members and agrees that the fact that some or all of the directors of Pines-Rec in executing said option agreement are or may be officers, directors, employees or stockholders of C.V.P. Community Center, Inc.. Developer, or any affiliated corporation, shall not and cannot be construed as a breach of their duties or obligations to either Pines-Rec or its members or as grounds to invalidate said contract in whole or in part.

[e] satifies, reaffirms and agrees to be bound by said Long-Term Lease executed by himself as individual Lessee, and agrees to abide by the porvisions thereof.

[f] acknowledges that the condominium parcel described below is subject to the Declaration of Restrictive Covenants re: Recreational Facilities for Century Village, Pembroke Pines, Florida, and all exhibits attached thereto, recorded in the public records of Broward County, Florida, and that this Joinder and said Declaration shall run with said condominium parcei (or other ownership form on said property) and shall bind each and every subsequent owner thereof as if said subsequent owner had executed an original of this Joinder.

6 of 8

8. THE MEMBER EXECUTING THIS JOINDER ACKNOWLEDGES THAT HE HAS HAD ADEQUATE OPPORTUNITY TO READ THE DOCUMENTS REFERRED TO HEREIN AND AGREES TO BE BOUND BY ALL OF THEM. THE UNDERSIGNED ACKNOWLEDGES THAT HE UNDERSTANDS THE NATURE OF HIS JOINDER IN PINES-REC AND THE OPTION TO PURCHASE CENCLUB BY PINES-REC FROM C.V.P. COMMUNITY CENTER, INC. AND ACKNOWLEDGES FOR HIMSELF, HIS MEIRS, SUCCESSORS AND ASSIGNS THAT HIS OBLIGATIONS THEREUNDER INCLUDING THE PAYMENT OF EXPENSES FOR THE ACQUISTION OF SAID PROPERTY (IF APPLICABLE) TOGETHER WITH HIS OBLIGATION TO PAY THE PRORATA SHARE OF THE OPERATIONAL EXPENSES OF PINES-REC ARE HEREBY SECURED BY A CONTINUING LIEN IN FAVOR OF PINES REC AGAINST HIS CONDONINUM UNIT AND PROPERTY WHICH THE UNDERSIGNED DOES HEREBY GRANT, SELL, BARGAIN, CONVEY AND CONFIRM TO PINES REC ON THE FOLLOWING DESCRIBED PROPERTY:

Condominium Unit No. <u>303 Building N in PLYMOUTH</u> at Century Village Condominium # <u>III</u>, according to the Declaration of Condominum thereof, recorded in Official Record Book <u>25997</u>, at Page <u>359</u>, as may be and/or has been amended from time to time, public records of Broward County, Florida; together with a lien on all tangible personal property, including furniture, furnishings, fixtures, appliances, equipment or gcods now or hereafter located therein and all accessions thereto.

Witnesses ANNA LUCA PRINT NAM

Member: is J. Rotherperg,

PRINT NOME\_\_\_\_\_\_JOYCE LEWIS STATE OF \_\_\_\_\_\_JOYCE LEWIS COUNTY OF \_\_\_\_\_\_SS

Before me the undersigned authority, personally appeared <u>Morris J. Rothenberg</u> who, after being duly sworn acknowledges that the foregoing Joinder Agreement for the purposed expressed in such Agreement, this the day of <u>Augustus</u> 19 4.

Notary Public

(NOTARIAL SEAL)

My Commission Expires:

OFFICIAL NOTARY SEAL ANNA LUCA NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC629888 MY COMMISSION EXP. MAR. 31, 2001

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This Memorandum of Long-Term Lease has been prepared for recordation in accordance with the laws of the State of Florida.

WHEREAS, C.V.P. Community Center, Inc., a Florida corporation is the LESSOR and PLYMOUTH at CENTURY VILLAGE CONDOMINIUM #<u>III</u> ASSOCIATION, INC. is the LESSEE ASSOCIATION, pursuant to that certain Long-Term Lease Agreement as recorded in Official Record Book <u>25997</u>, at Page <u>415</u>, Public Records of Broward County, Florida, for the lease of certain Demised Premises more fully described in Paragraphs 2 and 3, thereof, and

WHEREAS, the person or persons whose names appear at the end of this instrument have, as INDIVIDUAL LESSEE(S), contemporaneously executed a duplicate of the above-described Long-Term Lease and are thereby entitled to the rights and bound by the obligations as an INDIVIDUAL LESSEE thereunder. (Whereever used herein the term INDIVIDUAL LESSEE(S) shall include the singular and plural, masculine and feminine, and the heirs, successors and assigns of said INDIVIDUAL LESSEE, where the context so admits or requires); and

WHEREAS, this Memorandum is being executed to give notice to all persons whomsoever that the original of said Long-Term Lease has been executed by the LESSOR, LESSEE ASSOCIATION and INDIVIDUAL LESSEE(S).

NOW, THEREFORE, for and in consideration of the mutal covenants herein contained, this Memorandum is being executed to confirm the following:

1. That the INDIVIDUAL LESSEE herein, by the execution of a duplicate of the above-mentioned original Long-Term Lease recorded in the Public Records of Broward County, Florida, and this Memorandum of Long-Term Lease, acknowledges that he has had adequate opportunity to read the Declaration of Condominium and Exhibits attached thereto, including the above described Long-Term Lease attached thereto as Exhibit No. 2, and agrees to be bound by the terms and provisions of all of them. Said INDIVIDUAL LESSEE acknowledges that he fully understands the nature of said Long-Term Lease and the obligations thereof, including the payment of rents due thereunder. Said INDIVIDUAL LESSEE also realizes that this obligations under said Long-Term Lease are secured by a lien therein described against said INDIVIDUAL LESSEE's Condominium Unit and property to wit:

Condominium Unit No. 303 Building N of PLYMOUTH at CENTURY VILLAGE CONDOMINIUM # III,

according to the Declaration of Condominium thereof, recorded in Official Record Book <u>25997</u> at Page <u>359</u> of the Public Records of Broward County, Florida as may be and/or has been amended from time to time together with a lien on all tangible personal property, including furniture, furnishings, fixtures, appliances, equipment and goods now or hereinafter located upon or within such Condominium Unit.

2. The INDIVIDUAL LESSEE, by his execution of said Lease and this Memorandum, agrees to be bound by said Lease and does hereby:

a. Covenant and agree to perform each and every of the promises, duties and undertakings required to be performed by the INDIVIDUAL LESSEE or Unit Owner, or, where applicable, LESSEES, under the terms and provisions of said Lease.

b. Covenant and agree to do all things possible to assure the LESSEE ASSOCIATION performs the

promises, duties and undertakings required to be performed by it under the terms and provisions of the Lease. c. Ratify and confirm each and every term and provision of said Lease as being reasonable, in the best interest of and for the benefit of the LESSEE ASSOCIATION, its Members, and himself, as INDIVIDUAL LESSEE and states that said INDIVIDUAL LESSEE has executed the same freely and voluntarily.

d. Ratify and affirm the acts of the LESSEE ASSOCIATION in executing the original of said Lease and agree that the Officers of the LESSEE ASSOCIATION, in executing said Lease, have not breached any duties and obligations to the LESSEE ASSOCIATION and/or its Members, and, further, does hereby agree that the fact that some of the Officers of the LESSEE ASSOCIATION executing the original of said Lease, are or may be Officers, Directors, Stockholders or Employees of LESSOR or of LESSER ASSOCIATION, its Members or himself, as INDIVIDUAL LESSEE, or as grounds to invalidate the original Long-Term Lease hereinbefore described, or this Memorandum of Long-Term Lease, in whole or in part.

3. Any subsequent persons taking title to this CONDOMINIUM UNIT shall assume and agree to pay the monies due under the Long-Term Lease, and this memorandum thereof, and to be bound by the terms and provisions thereof, which assumption shall be reflected on the instrument of conveyance.

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IN WITNESS WHEREOF, the	INDIVIDUAL LESSEE(s) have hereunto set th	eir hands and seals this December 24.	· ·
<u>1997</u> .			J N
Signed, Sealed and Delivered	in	a	0
the Presence of:	$\Delta$	بة LESSEE(م): ب	-
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STATE OF Thurs	OF BROWARD COUNTY ADMINISTRATO	R	
77 JSS:	COUNTINE		
COUNTY OF Groward			
The foregoing inst	rument was acknowledge before me by <u>Morri</u>	s J. Rothenberg as INDIVIDUAL LESSEE	
(5).			
WITNESS my hand and	d official seal in the State and County,	this 29 day of Security, 1997.	
1	OFFICIAL NOTARY SEAL		i
My Commission Expires:	ANNA LUCA	$\Lambda$ /	1
	NOTARY PUBLIC STATE OF FLORIDA	lans Luca	
(NOTARIAL IMPRESSION SEAL)	COMMISSION NO. CC629888	NOTARY PUBLIC	
	MY COMMISSION EXP. MAR. 81, 2001		
EXHIBIT G TO WARRANTY DEED			
CALIFIC & LE ANNAULT DEED	This instrument prepared by:		
nolonatro	0 - 1 - 0	Levy, Shapiro, Kneen & Kingcade, P.A.	ĺ
pplongtrm	8 of 8	PO Box 2755, Palm Beach, F1 33480	

INSTR # 112003132, OR BK 50428 PG 350, Page 1 of 2, Recorded 12/23/2013 at 04:43 PM, Broward County Commission, Doc. D: \$0.70 Deputy Clerk 3305

PREPARED BY: Morris Rothenberg 571 SW 141St Ave. Pembroke Pines, FL 33027

#### **RECORDING REQUESTED BY**

AND WHEN RECORDED MAIL TO: Morris Rothenberg 571 SW 141St Avenue Pembroke Pines, FL 33027

MAIL TAX STATEMENTS TO: Morris Rothenberg 571 SW 141St Avenue Pembroke Pines, FL 33027

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

# **QUITCLAIM DEED**

### KNOW ALL MEN BY THESE PRESENTS THAT:

THIS QUITCLAIM DEED, made and entered into on the <u>12-4</u> day of <u>December</u>, 20<u>13</u>, between Morris Rothenberg, a single person, whose address is 571 SW 141St Avenue, Pembroke Pines, Florida 33027("Grantor"), and Morris Rothenberg, a single person, whose address is 571 SW 141St Avenue, Pembroke Pines, Florida and Liza Daniels, a single person, whose address is 571 SW 141St Avenue, Pembroke Pines, Florida, 33027 ("Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby Remises, Releases, AND FOREVER Quitclaims to Grantee, as Joint Tenants with Right of Survivorship, the property located in Broward County, Florida, described as:

Condominium parcel #303 Building N at Century Village Condominium #III, according to the Declaration of Condominium thereof, recorded in official Record Book 25997, at Page 359, of the Public Records of Broward County, Florida, as may be and/or has been amended from time to time in accordance with the laws of State of Florida, by amendment(s) recorded in said Public Records.

Prior instrument reference: General Warranty Deed, Volume/Book <u>25997</u> at Page <u>359</u> of the Public Records of Broward County, Florida, of the Recorder of Broward, Florida, <u>01-22-98</u>,

Quitclaim Deed

Page 1 of 2

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

Grantor grants all of the Grantor's rights, title and interest in and to all of the above described property and premises to the Grantee, as Joint Tenant with Right of Survivorship, forever in fee simple, so that neither Grantor nor Grantor's heirs legal representatives or assigns shall have, claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

#### Tax/Parcel ID Number: 514015-AA-3150

IN WITNESS WHEREOF the Grantor has executed this deed on the 13世 day of \_\_\_\_\_\_\_, 2013.

DEC 13, 2013 Date Witnessed by: Gerald Broman Printed name: 13550 SW/OTH ST Address: Pem<u>BRoke Fines FL</u> 33027 Witnessed by: Drive Sklawer Printed name: DINA SKLAWER 901 SW 128 TER Pembroke Pins, Fl. 33027 Address: STATE OF FRENDA COUNTY OF BROWARD 355. The foregoing instrument was acknowledged before me this  $13^{14}$  day of December, 2013 by Maans Rottengen who is personally known to me or has produced 51 20 1/100 (100) known to me or has produced FL DRIVERS LICENSE as identification and who did/did not take an oath.

MAR Signature of Notary/Deputy Clerk

Printed Name of Notary/Deputy Clerk GERALD M. BARDASCH

My Commission expires: AUGUST 15, 2017



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Quitclaim Deed

Page 2 of 2

INSTR # 111834468, OR BK 50208 PG 539, Page 1 of 2, Recorded 09/27/2013 at 11:00 AM, Broward County Commission, Doc. D: \$0.70 Deputy Clerk 3150

PREPARED BY: Morris Rothenberg 571 SW 141st Ave. Pembroke Pines, FL 33027

RECORDING REQUESTED BY Morris Rothenberg AND WHEN RECORDED MAIL TO: Morris Rothenberg 571 SW 141st Avenue Pembroke Pines, FL 33027

MAIL TAX STATEMENTS TO: Morris Rothenberg 571 SW 141st Avenue Pembroke Pines, FL 33027

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

#### **QUITCLAIM DEED**

# KNOW ALL MEN BY THESE PRESENTS THAT:

THIS QUITCLAIM DEED, made and entered into on the 24 day of September, 2013, between Morris Rothenberg, a single person, whose address is 571 SW 141St Avenue, Pembroke Pines, Florida 33027 ("Grantor"), and Morris Rothenberg, a single person, whose address is 571 SW 141st Avenue, Pembroke Pines, Florida 33027, and Liza Daniels, a single person, whose address is 571 SW 141st Avenue, Pembroke Pines, Florida 33027 ("Grantees").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby Remises, Releases, AND FOREVER Quitclaims to Grantees, as Joint Tenants with Right of Survivorship, the property located in Broward County, Florida, described as:

Condominium parcel #303 Building N of Plymouth at Century Village Condominium #III, according to the Declaration of Condominium thereof, recorded in official Record Book 25997, at Page 359, of the Public Records of Broward County, Florida, as may be and/or has been amended from time to time in accordance with the laws of State of Florida, by amendment(s) recorded in said Public Records.

Prior instrument reference: General Warranty Deed, Volume/Book 27584, Page 881/888, Document Warranty Deed, of the Recorder of Broward, Florida, recorded January 22, 1998.

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

Quitclaim Deed

Page 1 of 2

EXPRESSLY RESERVING unto the Grantor and the Grantor assigns a life estate in the above described property. The Grantor shall have full ownership, possession and use of the property during the term of the Grantor's natural life, and upon the expiration of the Grantor's natural life, the Grantor's interest in the above described property shall revert to the Grantees.

Grantor grants all of the Grantor's rights, title and interest in and to all of the above described property and premises to the Grantees, and to the Grantees' heirs and assigns forever in fee simple, so that neither Grantor nor Grantor's heirs legal representatives or assigns shall have, claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax/Parcel ID Number: 514015-AA-3150

IN WITNESS WHEREOF the Grantor has executed this deed on the 24 day of JEPT., 2013. Miscin Contenter Morris Rothenberg, Grantor SEPT 24 13 Date Witnessed by: Printed name: - TAwar Luii Address: 100/ 500 141 Due Teybrate fines A 3302-Printed name: Future Webere Address: 251 300 ; 32nd upmy Pembroke Pin-, fl 20021 STATE OF FLERINA COUNTY OF BREWARD The foregoing instrument was acknowledged before me this the 24 day of DEPTEMIJER, 20 13 by MORALS RETHER DENG who is personally known to me or has produced FL. ORIGERS LK as identification and who did/did not take an oath. Signature of Notary/Beputy Clerk GEERGE FRIED Printed Name of Notary/Deputy Clerk My Commission expires:  $ll - lb - 2e_{lb}$ GEORGE FRIED

GEORGE FRIED Notary Public - State of Florida My Comm. Expires Oct 16, 2016 Commission # EE 211402 Bonded Through National Notary Assn.

Quitclaim Deed

Page 2 of 2

INSTR # 112122088, OR BK 50573 PG 1989, Page 1 of 2, Recorded 02/25/2014 at 11:55 AM, Broward County Commission, Doc. D: \$0.70 Deputy Clerk 3075

**PREPARED BY:** Morris J. Rothenberg 571 SW 141 Avenue. Pembroke Pines, FL 33027

**RECORDING REQUESTED BY** Morris J. Rothenberg and Liza P. Daniels

# AND WHEN RECORDED MAIL TO:

Morris J. Rothenberg and /or Liza P. Daniels 571 SW 141st Avenue, #303 N Pembroke Pines, FL 33027

# MAIL TAX STATEMENTS TO:

Morris Rothenberg and/or Liza P. Daniels 571 SW 141st Avenue, #303 N Pembroke Pines, FL 33027

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

# **QUITCLAIM DEED**

# KNOW ALL MEN BY THESE PRESENTS THAT:

THIS QUITCLAIM DEED, made and entered into on the 25 day of 2014, between Morris Rothenberg, a single person, whose address is 571 SW 141st Ave., #303 N, Pembroke Pines, Florida 33027 ("Grantor"), and Morris Rothenberg, a single person, whose address is 571 SW 141 St Avenue, Pembroke Pines, Florida and Liza P. Daniels, a single person, whose address is 571 SW 141st Avenue, Pembroke Pines, Florida, 33027 ("Grantees").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby Remises, Releases, AND FOREVER Quitclaims to Grantees as JOINT TENNANTS with RIGHT OF SURVIVORSHIP, the property located in Broward County, Florida, described as:

Condominium parcel #303 Building "N" of Plymouth, at Century Village Condominium #III, according to the Declaration of Condominium thereof, recorded in official Record Book 25997, at Page 359, of the Public Records of Broward County, Florida, as may be and/or has been amended from time to time in accordance with the laws of State of Florida, by amendment(s) recorded in said Public Records.

Prior instrument reference: General Warranty Deed, Volume/Book <u>25997</u> at Page <u>359</u> of the Public Records of Broward County, Florida, of the Recorder of Broward, Florida, <u>01-22-98</u>,

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

Grantor grants all of the Grantor's rights, title and interest in and to all of the above described property and premises to the Grantees, as Joint Tenant with Right of Survivorship, forever in fee simple, so that neither Grantor nor Grantor's heirs legal representatives or assigns shall have, claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

# Tax/Parcel ID Number: <u>514015-AA-3150</u>

IN WITNESS WHEREOF the Grantor has executed this deed on the $25^{\underline{m}}$ day of $F \in B$ , 2014.
<u>J-25-2014</u> Date Morris J/Rothenberg, Grantor
Witnessed by: <u>Clen Schulberg</u> Witnessed by: <u>Herald M. Jarkesh</u> Printed name: <u>Ellen Schulberg</u> Printed name: <u>Germin M. BARDAKCH</u> 700 3W 137 Here H103 Address: <u>Pembro Ke Pines, Fc</u> Address: <u>Pembro Ke Pines, Fc</u> Address: <u>Pembro Ke Rives, FL 33027</u>
Printed name: <u>Ellen Schulberg</u> Printed name: Gerdie M. BANDASCH
Address: <u>Pembro Ke Pines</u> , Fc Address: <u>Peubruke River</u> , FL 33027
STATE OF <u>FLORIDA</u> COUNTY OF <u>BROWARD</u> The foregoing instrument was acknowledged before me this <u>25</u> day of <u>FEBRUARY</u> , 2014 by <u>MORENS</u> <u>ROTHENBERN</u> ho is personally
known to me or has produced $\underline{FL}$ , $\underline{DRIVERS}$ $\underline{L/C}$ as identification
and who did/did not take an oath.
Signature of Notary/Deputy Clerk
Signature of Notary/Deputy Clerk <u>GEORGE FRIED</u> Printed Name of Notary/Deputy Clerk
My Commission expires: 10-16-2016 Notary Public - State of Florida My Comm. Expires Oct 16, 2016 Commission # EE 211402 Bonded Through National Notary Assn.

DATE: August 1st, 2019 PROPERTY ID # 514015-AA-3150 (TD # 43060)

# **WARNING** PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

MORRIS ROTHENBERG 571 SW 141ST AVENUE PEMBROKE PINES, FL 33027

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 571 SW 141 AVENUE #303N, PEMBROKE PINES, FL 33027 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> <u>BUSINESS CHECKS ARE NOT ACCEPTED.</u>

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 August 30, 2019 ......\$3,874.96

Or

\* Estimated Amount due if paid by September 17, 2019 ......\$3,920.90

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>September 18, 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: August 1st, 2019 PROPERTY ID # 514015-AA-3150 (TD # 43060)

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C.V.P. COMMUNITY CENTER, INC 13330 SW 10 ST PEMBROKE PINES, FL 33027

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CITY OF PEMBROKE PINES FINANCE DEPARTMENT ATTN MELINDA 601 CITY CENTER WAY PEMBROKE PINES, FL 33025

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DANIELS,LIZA P EST 571 SW 141 AVE UNIT 303N PEMBROKE PINES, FL 33027-1521

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DANIELS,LIZA P EST 186 DELAWARE AVE APT B TROY, NY 12180-5430

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MARY JANE MEROLA, REGISTERED AGENT O/B/O PINES MASTER MANAGEMENT, INC 1601 FORUM PL STE 500 WEST PALM BEACH, FL 33401

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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> <u>BUSINESS CHECKS ARE NOT ACCEPTED.</u>

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 August 30, 2019 ......\$3,874.96

Or

\* Estimated Amount due if paid by September 17, 2019 ......\$3,920.90

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>September 18, 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

# WARNING

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

PINES RECREATIONAL FACILITIES ASSOCIATION, INC 13300 SW 10 ST PEMBROKE PINES, FL 33027

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 571 SW 141 AVENUE #303N, PEMBROKE PINES, FL 33027 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

PINES RECREATIONAL FACILITIES ASSOCIATION, INC C/O MARY J MEROLA 1601 FORUM PL STE 500 WEST PALM BEACH, FL 33401

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 571 SW 141 AVENUE #303N, PEMBROKE PINES, FL 33027 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

PLYMOUTH AT CENTURY VILLAGE CONDOMINIUM #III ASSOCIATION, INC C/O OTTO, CHARLIE ESQ 2699 STIRLING RD STE C-207 FORT LAUDERDALE, FL 33312

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 571 SW 141 AVENUE #303N, PEMBROKE PINES, FL 33027 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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PLYMOUTH AT CENTURY VILLAGE CONDOMINIUM #III ASSOCIATION, INC. 13460 SW 10 STREET SUITE 101 PEMBROKE PINES, FL 33027

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 571 SW 141 AVENUE #303N, PEMBROKE PINES, FL 33027 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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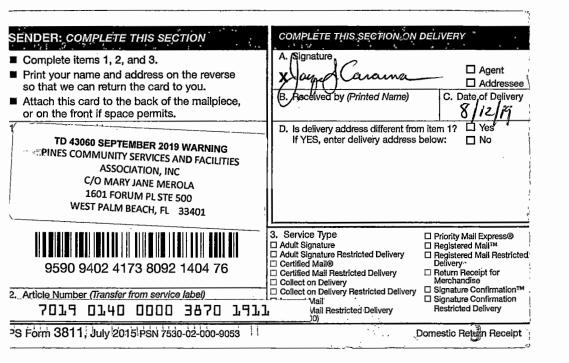
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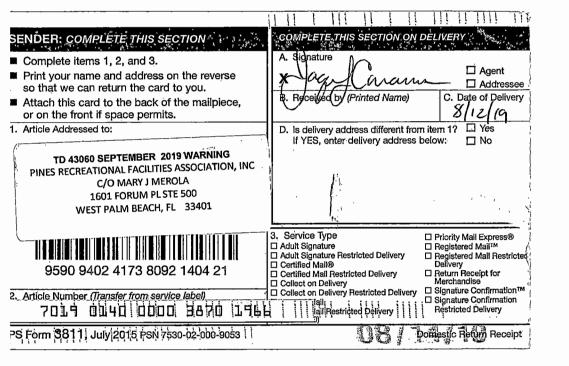
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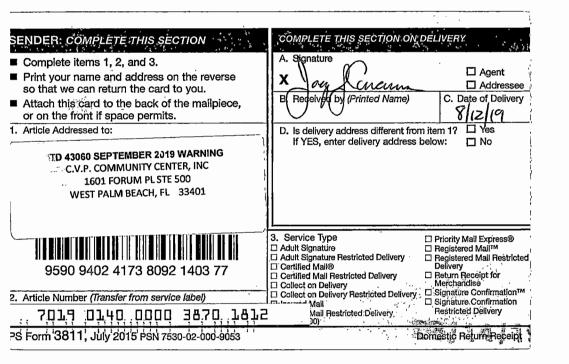
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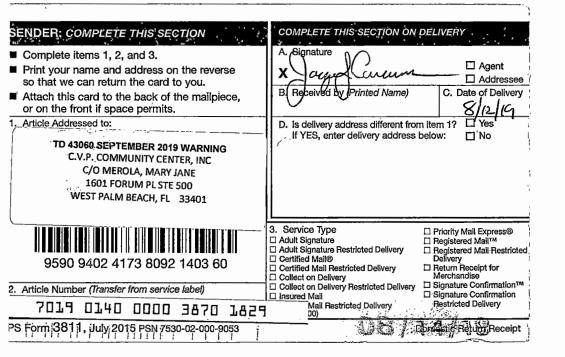
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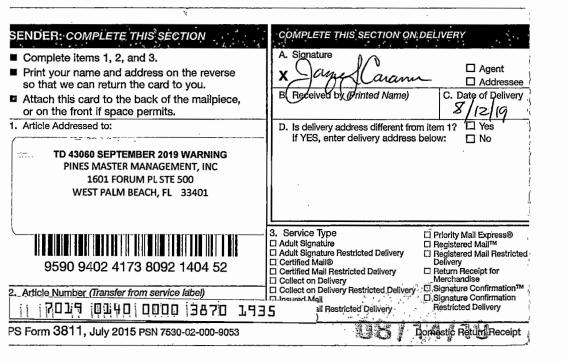
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١	PS Form 3800,	April 2015 PSN 7530-02-000-9047	See Reverse for Instructions

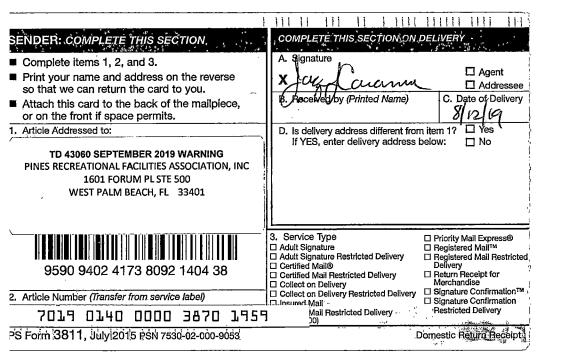


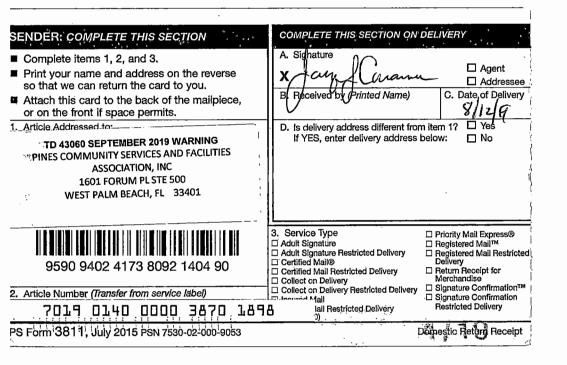


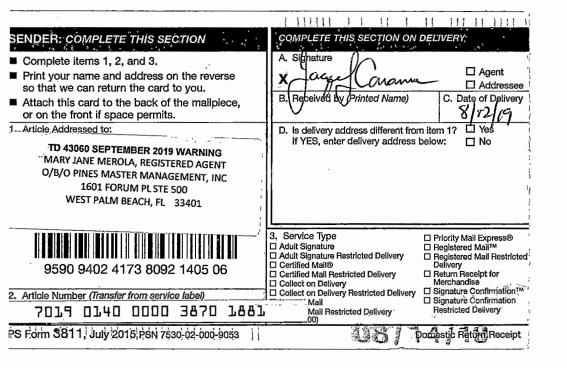












<ul> <li>SENDER: COMPLETE THIS SECTION</li> <li>Complete items 1; 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> <li>TD 43060 SEPTEMBER 2019 WARNING C.V.P. COMMUNITY CENTER, INC 13330 SW 10 ST PEMBROKE PINES, FL 33027</li> </ul>	A Signature A. Signature A. Signature A. Signature A. Signature A. Signature D. Received by (Printed Name) D. Is delivery address different from item 1? If YES, enter delivery address below: If YES, enter delivery address below: If YES, enter delivery address below: If YES, enter delivery address below:
9590 9402 4173 8092 1403 84 2. Article Number (Transfer from service label) ;;?	3. Service Type       □ Priority Mail Express®         □ Adult Signature       □ Registered Mail™         □ Adult Signature Restricted Delivery       □ Registered Mail™         □ Certified Mail®       □ Registered Mail™         □ Collect on Delivery       □ Return Receipt for Mail         □ Collect on Delivery       □ Signature Confirmation™         □ Mail       □ Signature Confirmation         Mail       □ Signat

