

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

www.GrantStreet.com

PROPERTY INFORMATION REPORT

ORDER DATE: 04/09/2020

REPORT EFFECTIVE DATE: 20 YEARS UP TO 04/08/2020 **CERTIFICATE #** 2017-11645 **ACCOUNT #** 504117CJ0240 **ALTERNATE KEY #** 459868 **TAX DEED APPLICATION #** 45134

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:

Apartment No. 307, LIVE OAK CONDOMINIUM FIVE OF PINE ISLLAND RIDGE F, according to the Declaration of Condominium thereof, as recorded in O.R. 5605, Page 348, and the Survey, Plot Plan and Graphic Description of Improvements, recorded in Condominium Book 7, at Page 44, all of the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 9430 LIVE OAK PLACE #307, DAVIE FL 33324

OWNER OF RECORD ON CURRENT TAX ROLL:

SDMS REAL ESTATE LLC 1000 S STATE RD 7 PLANTATION, FL 33317 (Matches Property Appraiser records.)

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

SDMS REAL ESTATE LLC Instrument: 113528350 (Per Deed. No address found on document.)

SHLOMO SITBON, REGISTERED AGENT O/B/O SDMS REAL ESTATE LLC 2875 NE 191 STREET STE 601 AVENTURA, FL 33180 (Per Sunbiz)

SADONIA LEMON AND ZEPHANIA LEMON 764 QUAKER LANE OR: 49696, Page: 479

WEST HARTFORD, CT 06110 (Per Deed. Notice of Insufficiency in 49809-370 states that the deed is invalid as the grantor, John Neill did not hold title or have the authority to convey title at the time this deed was executed, in addition to the fact that it lacks both required witness signatures. No re-recorded or corrective deed found of record conveying or releasing the interests of Sadonia Lemon and Zephania Lemon, and therefore, both individuals are being included as additional apparent titleholders.)

S LEMON 9430 LIVE OAK PLACE #307 DAVIE, FL 333324 (Per Deed in 49696-479. ZIP code is incorrectly stated.)

(Sadonia Lemon a/k/a S Lemon)

MORTGAGE HOLDER OF RECORD:

None found.

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

DABTLC6 LLC 2909 SHELTON WAY PLANO, TX 75093 (Tax Deed Applicant)

PINE ISLAND RIDGE CONDOMINIUM FInstrument: 115022502ASSOCIATION, INC.4300 N. UNIVERSITY DRIVE #A106LAUDERHILL, FL 33351 (Per Lien)

PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. C/O BOARD OF DIRECTORS/MILLET MASIS 9420 LIVE OAK PLACE DAVIE, FL 33324 (Per Lien)

Instrument: 115886949

Instrument: 115686489

PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. ASHLEY R. TULLOCH, ESQUIRE KAYE BENDER REMBAUM, P.L. 1200 PARK CENTRAL BOULEVARD SOUTH POMPANO BEACH, FL 33064 (Per Lis Pendens)

PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. 9420 LIVE OAK PLACE DAVIE, FL 33324 (Per Sunbiz. Declaration recorded in 5605-348.)

KAYE BENDER REMBAUM, PL, REGISTERED AGENT O/B/O PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. 1200 PARK CENTRAL BLVD SOUTH POMPANO BEACH, FL 33064 (Per Sunbiz)

PERFECT CHOICE ROOFING, INC. Instrument: 116074417 911 NW 209 AVENUE #104 PEMBROKE PINES, FL (Per Notice of Commencement. No ZIP code included in address.)

ARTHUR SMITH, REGISTERED AGENT O/B/O PINE ISLAND RIDGE COUNTRY CLUB, INC. 9400 PINE RIDGE DR DAVIE, FL 33324 (Per Sunbiz. Declaration recorded in 5605-348 and Lease and Land Use Agreement in 5470-451.)

PROPERTY INFORMATION REPORT – CONTINUED

PARCEL IDENTIFICATION NUMBER: 5041 17 CJ 0240

CURRENT ASSESSED VALUE: \$89,880 **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: Lease and Land Use Agreement OR: 5470, Page: 451

(Included only relevant pages 1-27.)

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Warranty Deed OR: 7559, Page: 860 (This document references a Mortgage recorded in 7527-495, however Satisfaction of Mortgage was found at 29401-1745, in the Official Records of Broward County. Best image available.)

Satisfaction of Mortgage	OR: 29401, Page: 1745
Notice of Insufficiency of Deed	OR: 49809, Page: 370
Order Determining Homestead (No Death Certificate found of record for Michael Neill.)	OR: 50190, Page: 611
Quit Claim Deed	OR: 50217, Page: 1534
Quit Claim Deed	OR: 50976, Page: 1036

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

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

<u>Kim Pi</u>ckett

Title Examiner



Site Address	9430 LIVE OAK PLACE #307, DAVIE FL 33324	ID #	5041 17 CJ 0240
Property Owner	SDMS REAL ESTATE LLC	Millage	2412
Mailing Address	1000 S STATE RD 7 PLANTATION FL 33317	Use	04
Abbr Legal Description	LIVE OAK CONDO FIVE OF PINE ISLAND RIDGE F UNIT 307		

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 Assessme	ent \	/alues				
Year	Land	h	Building / Improvement		Just / N Valu		et		essed / I Value		Тах
2019	\$8,990		\$80,890)	\$89,8	80		\$89	9,880		
2018	\$9,320		\$83,910)	\$93,2	30		\$8	5,660		\$1,972.83
2017	\$7,790	1	\$70,090)	\$77,8	80		\$7	7,880		\$1,769.59
		2019	9 Exempt	ions an	d Taxable Val	lues	by Ta	xing Autl	hority		
			Οοι	inty	Schoo	l Bo	ard	Mu	nicipal	1	Independent
Just Valu	1e	- î	\$89,	880	ç	\$89,	880	\$	89,880	1	\$89,880
Portabili	ty			0			0		0		0
Assesse	d/SOH		\$89,	880	5	\$89,	880	\$	89,880		\$89,880
Homeste	ad			0			0		0		0
Add. Hoi	nestead			0			0		0		0
Wid/Vet/	Dis			0			0	0			0
Senior				0			0 0		0		
Exempt 7	Туре			0			0		0		0
Taxable			\$89,880		ę	\$89,	880	\$89,880			\$89,880
		Sales	s History					L	and Ca	lculation	S
Date	у Тур	e	Price	Bool	k/Page or CIN	1	P	rice	F	actor	Туре
4/28/20	15 QCD-	т	\$100	1	13528350						
7/15/20	14 QCD-	D \$^	10,000	1	12440414						
7/5/201	3 QCD-	т	\$100	1	11842094						
9/13/20	13 ODH-	т		1	11821259						
4/1/197	'8 WD	\$	17,500	7559 / 860			Adj. E	3ldg. S.	F.	654	
	I							Units/B	leds/Ba	ths	1/1/1
								Eff./Ac	t. Year	Built: 197	5/1974
				Spe	ecial Assessr	nen	ts				
Fire	Garb	Ligh	ht I	Drain	Impr	S	afe	Stor	m	Clean	Misc
24	1			В							
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Board of County Commissioners, Broward County, Florida Records, Taxes, & Treasury

CERTIFICATE OF MAILING NOTICES

Tax Deed #45134

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 July 2020, 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:

S LEMON 9430 LIVE OAK PLACE #307 DAVIE, FL 333324	SADONIA LEMON AND ZEPHANIA LEMON 764 QUAKER LANE WEST HARTFORD, CT 06110	SDMS REAL ESTATE LLC 2875 NE 191 STREET STE 601 AVENTURA, FL 33180	PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. 4300 N. UNIVERSITY DRIVE #A106 LAUDERHILL, FL 33351
PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. ASHLEY R. TULLOCH, ESQUIRE KAYE BENDER REMBAUM, P.L. 1200 PARK CENTRAL BOULEVARD SOUTH POMPANO BEACH, FL 33064	PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. C/O BOARD OF DIRECTORS/MILLET MASIS 9420 LIVE OAK PLACE DAVIE, FL 33324	ARTHUR SMITH, REGISTERED AGENT O/B/O PINE ISLAND RIDGE COUNTRY CLUB, INC. 9400 PINE RIDGE DR DAVIE, FL 33324	KAYE BENDER REMBAUM, PL, REGISTERED AGENT O/B/O PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. 1200 PARK CENTRAL BLVD SOUTH POMPANO BEACH, FL 33064
PERFECT CHOICE ROOFING, INC. 911 NW 209 AVENUE #104 PEMBROKE PINES, FL PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC % STEVEN B. KATZ, ESQ. 4300 N. UNIVERSITY DRIVE, #A- 106 LAUDERHILL, FL 33351	PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. 9420 LIVE OAK PLACE DAVIE, FL 33324 PINE ISLAND RIDGE COUNTRY CLUB, INC. 9400 PINE RIDGE DRIVE DAVIE, FL 33324	SHLOMO SITBON, REGISTERED AGENT O/B/O SDMS REAL ESTATE LLC 2875 NE 191 STREET STE 601 AVENTURA, FL 33180 SDMS REAL ESTATE LLC 1000 S STATE RD 7 PLANTATION, FL 33317	CONTINENTAL CONNECTIONS USA LLC 6100 HOLLYWOOD BLVD STE 504 HOLLYWOOD, FL 33024-7948 SDMS REAL ESTATE LLC 9430 LIVE OAK PL #307 DAVIE, FL 33324
SDMS REAL ESTATE LLC 6850 ROYAL PALM BLVD #201G MARGATE, FL 33063	SHLOMO NIZAHON, ESQ. ATTORNEY FOR SDMS REAL ESTATE, LLC 4577 N. NOBHILL RD., SUITE 209 SUNRISE, FL 33351	TOWN OF DAVIE 6581 ORANGE DR DAVIE, FL 33314	UNKNOWN TENANT 9430 LIVE OAK PL #307F DAVIE, FL 33324

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 July 2020 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

Bertha Henry

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

By_____ Deputy Juliette M. Aikman

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 45134

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: 504117-CJ-0240

Certificate Number:	11645
Date of Issuance:	05/24/2018
Certificate Holder:	DABTLC6 LLC
Description of Property:	LIVE OAK CONDO FIVE OF
,	PINE ISLAND RIDGE F
	UNIT 307

Name in which assessed:	SDMS REAL ESTATE LLC
Legal Titleholders:	SDMS REAL ESTATE LLC
	1000 S STATE RD 7
	PLANTATION, FL 33317

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 19th day of August ,2020. 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 1st day of May , 2020 .

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:
 07/16/2020, 07/23/2020, 07/30/2020 & 08/06/2020

 Minimum Bid:
 7045.94

401-314

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 45134

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: 504117-CJ-0240 Certificate Number: 11645 Date of Issuance: 05/24/2018 Certificate Holder: DABTLC6 LLC Description of Property: LIVE OAK CONDO FIVE OF PINE ISLAND RIDGE F **UNIT 307** APARTMENT NO. 307, LIVE OAK CONDOMINIUM FIVE OF PINE ISLAND RIDGE F, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN O.R. 5605, PAGE 348, AND THE SURVEY, PLOT PAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS, RECORDED IN CONDOMINIUM BOOK 7, AT PAGE 44, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. Name in which assessed: SDMS REAL ESTATE LLC Legal Titleholders: SDMS REAL ESTATE LLC

> 1000 S STATE RD 7 PLANTATION, FL 33317

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 19th day of August ,2020. 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 25th day of June , 2020 .

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:
 07/16/2020, 07/23/2020, 07/30/2020 & 08/06/2020

 Minimum Bid:
 7465.94

BROWARD COUNTY SHERIFF'S OFFICE

:

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 20023584

Broward County, FL VS SDMS Real Estate LLC



Court Case # TD 45134

Hearing Date:08/19/2020 Received by CCN 14966 07/09/2020 8:11 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: SDMS Real Estate LLC 9430 Live Oak Place #307 Davie FL 33324

1

Served: Not Served:



Broward County Revenue-Delinquent Tax Section 115 S. Andrews Ave. Room A-100 Fort Lauderdale FL 33301

Date: 07/13/2020 Time: 9:40 AM

On SDMS Real Estate LLC in Broward County, Florida, by serving the within named person a true copy of the writ with the date and time of service endorsed thereon by me, and copy of the complaint petition or initial pleading by the following method:

Posted Residential: By attaching a true copy to a conspicuous place on the property described in the complaint or summons. Neither the tenant nor a person residing therein 15 years of age or older could be found at the defendant's usual place of abode in accordance with F.S. 48.183

COMMENTS: Posted @ door Realtor pad lock @ door

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

D.S.

K. Lo, #14966

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Bv: K

RECEIPT I	INFORMATION	EXECUTION COSTS	DEMAND/LEVY IN	NFORMATION
Receipt #			Judgment Date	n/a
Check #			Judgment Amount	\$0.00
Service Fee	\$0.00		Current Interest Rate	0.00%
On Account	\$0.00		Interest Amount	\$0.00
Quantity			Liquidation Fee	\$0.00
Original	2		Sheriff's Fees	\$0.00
Services	2		Sheriff's Cost	\$0.00
			Total Amount	\$0.00

BRQWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 504117-CJ-0240 (TD #45134)

WARNING

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

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

1.

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; PERSONAL OR **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 July 31, 2020\$7,366.32

* Amount due if paid by August 18, 2020\$7,465.94

*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

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THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON August 19, 2020 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 YOWARD COUNTY. FLORIDA 020 177 FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT GIYII JUL I www.broward.org/recordstaxestreasury

PLEASE SERVE THIS ADDRESS OR LOCATION

SDMS REAL ESTATE LLC 9430 LIVE OAK PL #307 **DAVIE, FL 33324**

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

BROWARD COUNTY SHERIFF'S OFFICE

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 20023584

Broward County, FL VS SDMS Real Estate LLC



Court Case # TD 45134

Hearing Date:08/19/2020 Received by CCN 10451 07/08/2020 8:13 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: SDMS Real Estate LLC 1000 S State Road 7 Plantation FL 33317

1

Served:

Not Served:

Date: 07/08/2020 Time: 9:03 AM

Broward County Revenue-Delinquent Tax Section 115 S. Andrews Ave. Room A-100 Fort Lauderdale FL 33301

On SDMS Real Estate LLC in Broward County, Florida, by serving the within named person a true copy of the writ with the date and time of service endorsed thereon by me, and copy of the complaint petition or initial pleading by the following method:

Posted Residential: By attaching a true copy to a conspicuous place on the property described in the complaint or summons. Neither the tenant nor a person residing therein 15 years of age or older could be found at the defendant's usual place of abode in accordance with F.S. 48.183

COMMENTS:

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

Gregory Tony, Sheriff Broward County, Florida

D.S.

J. Perko-McPartland, #10451

1/mho

RECEIPT I	NFORMATION	EXECUTION COSTS	DEMAND/LEVY II	NFORMATION
Receipt #			Judgment Date	n/a
Check #			Judgment Amount	\$0.00
Service Fee	\$0.00		Current Interest Rate	0.00%
On Account	\$0.00		Interest Amount	\$0.00
Quantity			Liquidation Fee	\$0.00
Original	2		Sheriff's Fees	\$0.00
Services	2		Sheriff's Cost	\$0.00
			Total Amount	\$0.00

By:

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 504117-CJ-0240 (TD # 45134)

WARNING

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

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

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ORIGINAL DOCUMENT

PM 4:

NOTE

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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; PERSONAL OR **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 July 31, 2020\$7,366.32

Or

* Amount due if paid by August 18, 2020\$7,465.94

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

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON August 19. 2020 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 WARD COUNTY. FLORIDA www.broward.org/recordstaxestreasurv

PLEASE SERVE THIS ADDRESS OR LOCATION

SDMS REAL ESTATE LLC **1000 S STATE RD 7** PLANTATION. FL 33317

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

Detail by Entity Name



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

Detail by Entity Name

Florida Limited Liability Company SDMS REAL ESTATE LLC			
Filing Information			
Document Number	L15000008167		
FEI/EIN Number	47-3063908		
Date Filed	01/14/2015		
Effective Date	01/14/2015		
State	FL		
Status	ACTIVE		
Last Event	LC AMENDMENT		
Event Date Filed	02/11/2020		
Event Effective Date	NONE		
Principal Address			
2875 NE 191 Street			
Ste 601			
Aventura, FL 33180			
Changed: 02/11/2020			
Mailing Address			
2875 NE 191 Street			
Ste 601			
Aventura, FL 33180			
Changed: 02/11/2020			
Registered Agent Name & A	<u>ddress</u>		
SITBON, SHLOMO			
2875 NE 191 Street			
Ste 601			
Aventura, FL 33180			
Name Changed: 04/11/201	9		
Address Changed: 04/11/2019			
Authorized Person(s) Detail			
Name & Address			

Title AMBR

SITBON, SHLOMO 2875 NE 191 STREET STE 601 AVENTURA, FL 33180

Annual Reports

Report Year	Filed Date
2018	03/15/2018
2019	04/11/2019
2020	01/22/2020

Document Images

02/11/2020 LC Amendment	View image in PDF format
01/22/2020 ANNUAL REPORT	View image in PDF format
<u>04/11/2019 ANNUAL REPORT</u>	View image in PDF format
03/15/2018 ANNUAL REPORT	View image in PDF format
01/31/2017 LC Amendment	View image in PDF format
01/26/2017 ANNUAL REPORT	View image in PDF format
08/31/2016 LC Amendment	View image in PDF format
08/12/2016 CORLCRACHG	View image in PDF format
04/29/2016 ANNUAL REPORT	View image in PDF format
04/14/2015 LC Amendment	View image in PDF format
01/14/2015 Florida Limited Liability	View image in PDF format
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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 PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC.

Filing Information

DAVIE, FL 33324

Filing information					
Document Number	725881				
FEI/EIN Number	59-1594729				
Date Filed	03/22/1973				
State	FL				
Status	ACTIVE				
Last Event	AMENDMENT				
Event Date Filed	10/26/2009				
Event Effective Date	NONE				
Principal Address					
9420 Live Oak Place					
DAVIE, FL 33324					
Chairman de 04/00/0040					
Changed: 01/22/2018					
Mailing Address					
9420 Live Oak Place					
DAVIE, FL 33324					
Changed: 01/22/2018					
Registered Agent Name & A	ddress				
Kaye Bender Rembaum, P	L				
1200 Park Central Blvd So	uth				
Pompano Beach, FL 33064					
Name Changed: 11/07/201	8				
Address Changed: 11/07/2	018				
Officer/Director Detail					
Name & Address					
Title Director, President					
Green, Kerstin					
9420 LIVE OAK PLACE					

Title Director, VP

REGAN, DENISE 9420 LIVE OAK PLACE DAVIE, FL 33324

Title Asst. Treasurer

GURKIN, DEBRA 9420 LIVE OAK PLACE DAVIE, FL 33324

Title Secretary

Saporta, Daniel 9420 LIVE OAK PLACE DAVIE, FL 33324

Title Treasurer

Hamilton, William 9420 LIVE OAK PLACE DAVIE, FL 33324

Annual Reports

Report Year	Filed Date
2018	01/22/2018
2018	11/07/2018
2019	04/15/2019

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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 PINE ISLAND RIDGE COUNTRY CLUB, INC.	
	Filing Information	
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	FEI/EIN Number	59-1798589
	Date Filed	03/22/1973
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	Last Event	AMENDMENT
	Event Date Filed	04/21/2014
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	Principal Address	
	9400 PINE RIDGE DRIVE	
	DAVIE, FL 33324	
	Ob an and 00/00/0007	
	Changed: 03/30/2007	
	Mailing Address	
	9400 PINE RIDGE DRIVE	
	DAVIE, FL 33324	
	Changed: 03/30/2007	
	Registered Agent Name & A	<u>address</u>
	SMITH, ARTHUR	
	9400 PINE RIDGE DR	
	DAVIE, FL 33324	
	Name Changed: 03/30/200	7
	Address Changed: 03/30/2	007
	Officer/Director Detail	
	Name & Address	
	Title VD	
	HODES, STUART	
9400 PINE RIDGE DR		
	DAVIE, FL 33324	

Title SD

LEHMAN, DEBRA 9400 PINE RIDGE DRIVE DAVIE, FL 33324

Title PD

SMITH, ARTHUR 9400 PINE RIDGE DR DAVIE, FL 33324

Title TD

CROWLEY, MICHAEL 9400 PINE RIDGE DRIVE DAVIE, FL 33324

Annual Reports

Report Year	Filed Date
2017	02/09/2017
2018	04/18/2018
2019	03/27/2019

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Florida Department of State, Division of Corporations

73-297695

LEASE AND LAND USE AGREEMENT OF PINE ISLAND RIDGE

THIS LEASE AGREEMENT, is made and entered into this 3rd day of <u>October</u>, 197<u>3</u>, between SUN FIRST NATIONAL BANK OF LAKE WALES, TRUSTEE (hereinafter referred to as "Lessor") PINE ISLAND RIDGE INC., a Florida corporation (hereinafter referred to as "Developer") PINE ISLAND RIDGE COUNTRY CLUB, INC., a Florida corporation not-for-profit, (hereinafter referred to as "Lessee" or "Lessee Corporation").

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WHEREAS, Lessor is the owner of the real property described on Exhibit A attached hereto (the "Demised Parcel"); and

WHEREAS, Developer is the owner of the real property described on Exhibit B attached hereto (the "Residential Farcel"); and

WHEREAS, the Lessor has agreed to lease the Demised Parcel to the Lessee on the terms and conditions herein set forth and the Developer has agreed to establish certain conditions with regard to the Residential Parcel and has formed Lessee corporation for the purpose of acting as Lessee herein; and

WHEREAS, Lessor and Developer have agreed that the Demised Parcel and Residential Parcel will be part of a community to be known as PINE ISLAND RIDGE (as more particularly described in this Agreement) and to adopt therefor a Plan of Development and Land Use Program as more particularly hereinafter described; and

WHEREAS, as part of the consideration for this Lease and the improvements to be erected by the Lessor on the Demised Parcel the Lessor has requested certain covenants be imposed upon the Residential Parcel, and the Developer, as part of the consideration to be furnished to the Lessor, has requested certain covenants to be imposed upon the Demised Parcel.

I DEFINITIONS

The following words and phrases when used in this Lease and Land Use Agreement (unless the context shall prohibit) shall have the following meanings:

A. "Pine Island Ridge" is the name given to the planned community being developed on certain real property situate in Broward County, Florida near State Road No. 84. At the present time a portion of Section 17, Township 50 South, Range 41 East, described in Exhibits A and B are the only parcels of property committed to Pine Island Ridge. However, the Developer and Lessor may commit other portions of lands contiguous or adjacent to Section 17 to become a part of Pine Island Ridge and to the restrictions, covenants obligations and rights set forth herein, which lands will be referred to in this Agreement as "Additional Demised Parcels" and "Residential Parcels". No increase in Rent will be charged for "Additional Demised Parcels." The addition of other lands shall be by a document as provided in Article 27 of this Agreement. Only the Dwelling Units constructed on the Residential Parcel and Additional Residential Parcel

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RUDER, BARNETT, MCCLOSKY, SCHUBTER & SCHMERER, ATTORNEYS AT LAW, 500 N.E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA

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may use the Demised Parcel and Additional Demised Parcels and the leasehold rights and facilities created hereunder.

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B. "Dwelling Unit" shall mean a residential unit located on the Residential Parcels and Additional Residental Parcels of PINE ISLAND RIDGE intended as an abode for one family and includes an apartment contained in a duplex, garden-type, or high rise building, which may be subject to condominium form of ownership and owned as fee simple, or contained within a hotel-motel, a rental or cooperatively owned building.

C. "Dwelling Unit Owner" means the owner of a Dwelling Unit. In a condominium it means an Apartment Owner, and in a residential building that is not submitted to a plan of condominium ownership, it means the owner of the real property and buildings in which Dwelling Units are located.

D. "Residential Property" means a portion of FINE ISLAND RIDGE upon which Dwelling Units are located, and includes both the Residential and any Additional Residential Parcels.

E. "Country Club Areas" means the Demised Parcel and Additional Demised Parcels and all improvements and personal property contained thereon.

F. "Condominium of Pine Island Ridge" means a particular condominium which is the subject of a particular Decorration; in some instances a group of buildings may be the subject of a Declaration and in some instances a single building may be the subject of a single Declaration.

G. "Phase" means a stage of the development of Condominiums of Pine Island Ridge that is operated by the same Association; all of the Condominiums within each Phase will be collectively referred to by the Phase designation, identified by a capital letter, e.g. "F".

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H. "Act" means Chapter 711, Florida Statutes, 1963, as amended; the Condominium Act.

I. "Condominium Documents" means in the aggregate the Condominium Declaration, Association Articles, By-Laws, this Agreement and all of the instruments and documents referred to therein and executed in connection with a condominium established on the Residential Property of PINE ISLAND RIDGE.

J. "Condominium Declaration" means the document submitted by the Developer for a portion of the Residential Property to establish a Condominium of FINE ISLAND FIDGE.

K. "Association" means a Florida corporation not-forprofit responsible for operating one or more of the Condominiums of PINE ISLAND RIDGE, and "Association Articles" means the Articles of Incorporation of an Association.

L. "Country Club" means PINE ISLAND RIDGE COUNTRY CLUB, INC.

M. "Common Expenses" means expenses for which the Apartment Owners are liable to an Association as defined in the Act and in the condominium documents, and include assessments for Country Club Operating Expenses as defined in this Agreement.

N. "Country Club Documents" means the Articles of Incorpora tion, By-Laws and Rules and Regulations of the Pine Island Ridge Country Club, Inc. and this Agreement and Sub-Lease. O. "Governors" means the Board of Governors of Country

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P. "Country Club Operating Expenses" means the expenses of operating and maintaining Country Club Areas referred to herein, such as taxes, insurance, and maintenance expenses; all operating and administrative expenses of Country Club; and, any expenses determined to be such expenses by the Governors.

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٦ , Q. "Sub-Lease" means the instrument by which possessory and use interests in and to the Country Club Areas are sub-leased by the Lessee Corporation to each "Association Member" or "Owner Member" and wherein the share of the Country Club Operating Expenses and Rent obligations are made specifically applicable to Dwelling Unit Owners in a particular portion of PINE ISLAND RIDGE.

R. "Association Member" means a Condominium Association becoming a member of the Lessee Corporation as provided for in the Articles of Incorporation of the Lessee Corporation. In the event a condominium declared on a portion of the Residential Property is terminated in accordance with the applicable law and the Condominium Declaration, the owners collectively of the property formerly submitted to condominium ownership shall thereafter collectively be deemed to be an "Owner Member" (defined below) and the Dwelling Units contained in the said terminated condominium will not be counted amongst the Dwelling Units represented by the Association but shall be counted as Dwelling Units owned collectively by the owners collectively of the property formerly submitted to condominium ownership.

S. "Owner Member" means one holding Owner Membership as defined in the Articles of Incorporation of the Country Club, and as to any residential property not submitted to condominium plan of ownership, and as to terminated condominiums, means the person, persons, or entities owning fee simple title thereto and upon which a rental cooperative or other type of residential structure has been constructed or shall have been constructed.

T. "Sale of an Apartment" means that point in time after a Condominium Declaration has been recorded and an Apartment Owner takes title to his Apartment.

II SITE PLAN; LAND USE COVENANTS; PROPERTY BENEFITTED AND BURDENED; DECLARATION OF RESTRICTIONS

A. In consideration of the keeping of the mutual covenants hereinafter contained and the payment of the obligations referred to herein, Lessor and Developer do hereby declare and agree that the Demised Parcel and the Residential Parcel and Additional Demised and/or Residential Parcels, if any, shall be transferred, demised, sold, conveyed, and occupied subject to the following covenants and restrictions for the term of this Agreement.

B. The parties have attached as Exhibit C to this Agreement a Site Plan showing the Demised Parcel and the Residential Parcel and setting forth certain locations. This Site Plan and the location of the Demised Parcel and Residential Parcel is subject in all respects to the terms of this Agreement and the provisions of this Article with regard to final construction.

C. The Residential Property shall be for residential use only, including condominium, cooperative, and rental type apartments, but such use shall include the construction and development activity necessary to build, sell, and develop for such use. No commercial or business occupations may be carried on in the Residential Properties, except for the sale or rental of Dwelling Units and except for direct accessory services such as the operation of vending machines, etc., and except, for the operation of a hotel or motel on a portion of the Residential Property designated by Developer.

For the term of this Agreement, as described in **D**. Article VII the Demised Parcel shall be used as follows:

Entranceway: A portion of the Demised Parcel shall be kept and maintained as an Entranceway to PINE ISLAND RIDGE as shown on Exhibit C in substantially the same condition and appearance as established by the Lessor.

Roads: Until such time as the same are dedicated to 2. a governmental agency or if such dedication is ever abandoned, the portion of the Demised Parcel shown on Exhibit C as roadways shall be kept and maintained for roadways and as a means of ingress and egress to and from, between and among, publicly dedicated streets and the Residential Property of PINE ISLAND RIDGE, for the residents of PINE ISLAND RIDGE, their invitees, guests and licensees.

3. (1) The portion of the Demised Parcel Waterways: shown on Exhibit C (the "Waterways") shall be kept and maintained as bodies of water, together with any adjacent shoreline included therein in an ecologically sound condition to be used for such boating and water activities as may be determined and allowed from time to time by the Governors. Pending final completion of construction by the Lessor and Developer, these parties reserve the right to expand and contract the shore lines of the Waterways and thereby to modify the same. Accordingly, the exact dimension and legal description of the portion of the Demised Parcel constituting the Waterway shall not become fixed until completion of construction by the Lessor and Developer of all portions of PINE ISLAND RIDGE contiguous to and surrounding the waterways. (2) In connection with the use and enjoyment of the Waterway the Governors may impose rules and regulations relating thereto and to the facilities appurtenant thereto in conformity with the foregoing purposes, and thereafter may modify alter or amend, rescind and augment any such rules and regulations. (3) The maintenance of these waterways shall in all respects be in compliance with the charter of the Central Broward Drainage District and the Board of Commissioners of the Central Broward Drainage District.

Country Club Building: The portion of the Demised Parcel shown on Exhibit C as is to be improved with a Country Club Building containing improvements, described in Exhibit D and having located thereon contiguous parking for Dwelling Unit Owners and their licensees, invitees, and guests. The Country Club Building shall be kept and maintained as part of the Country Club Areas of PINE ISLAND RIDGE as and for a Country Club Building in an architecturally sound and aesthetically pleasing manner consistent with the plan, appearance and development of the same by the Lessor. The Governors shall make rules and regulations as to the use, operation, and enjoyment of the Country Club Building and the facilities in conformity with the foregoing purposes and thereafter may modify, alter, amend, rescind, and augment any such rules and regulations. During the period of time PINE ISLAND RIDGE is under development (which shall be 117 54 70 mil 454 a period of time terminating at the Turn-Over-Date defined in the Articles.) Developer may use portions of the Country Club

Building or other improvements located on the Demised Parcel Property to maintain Sales and Administration offices and signs.

5. Golf Course: The portion of the Demised Parcel shown as a Golf Course on Exhibit C shall be developed by Lessor as an Executive Golf Course and shall be kept, maintained, and used solely for such purpose. The Lessor and Developer reserve the right to expand and contract the exact dimensions of the Golf Course from that shown in the Site Plan pending completion of construction of all portions of Residential Property contiguous to and surrounding the Golf Course. The Governors shall impose Rules and Regulations relating to the Golf Course including imposition of greens fees and may modify, alter, amend or rescind and augment any such Rules and Regulations provided, however, that no Rules nor Regulations shall be adopted which shall prohibit or substantially limit the Dwelling Unit Owners from use of the Golf Course.

6. Ridge Park: The portion of the Demised Parcel shown on Exhibit C as "Wooded Ridge" shall preserve the highpoint known as PINE ISLAND RIDGE and which shall be improved by Lessor so as to enhance enjoyment of its natural effects.

7. Other Improvements. The Lessor and the Developer may determine that other portions of the site plan may be improved with other recreational facilities and upon such determination an amendment to this Lease and Land Use Agreement will be prepared in the manner provided for in Paragraph E.

E. Where provisions have been made in this Article for the Lessor and the Developer to fix dimensions of the Demised Parcel after completion of construction, the Lessor, the Developer and the Lessee Corporation agree that they will execute or cause to be executed an Amendment to this Agreement reciting such completion of construction and setting forth the exact legal description and dimensions of the Demised Parcel and where necessary the Residential Parcel. No such amendment shall substantially alter the location of the areas of use as shown on the Site Plan nor substantially alter the quantity of real property referred to therein.

F. Dispute as to Use: In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions encumbering the Residential Property and Demised Parcel the matter shall be referred to Country Club. A determination of the matter rendered by the Governors at any regular or special meeting shall be final and binding on all parties concerned therewith.

G. No Public Use: For the term of this Agreement, the lands covered by this Agreement as set forth more particularly in this Article are not for the use and enjoyment of the public, but are expressly reserved for the private use and enjoyment of Dwelling Unit Owners only in accordance with the terms hereof and with all other applicable conditions and rules and regulations. The foregoing provisions do not apply to portions of roads dedicated to public use. This paragraph shall not prohibit the Central Broward Drainage District access to the waterways in order to implement its plan of drainage for PINE ISLAND RIDGE.

H. Additional Restrictions: Any Residential Property upon which is planned construction or reconstruction by an Owner or Owners other than the Developer shall be subject to the following restrictions which shall be administered

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by the Developer until the Turn-Over Date and by the Country Club Corporation after the Turn-Over Date; to wit:

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1. All signs, displays lighting, and advertising including any which may be used on the side, top, roof, end, back or front of any building shall be first approved, or disapproved, in writing by the party responsible for the administration of these restrictions.

2. No building or structure of any kind shall be erected or altered, constructed or reconstructed, until the plans and specifications therefor shall have been submitted to and approved by the party responsible for the administration of these restrictions in writing before any construction or reconstruction is begun. The plans and specifications and all construction thereunder, and every alteration of any building or structure shall be in accordance with the Building, Plumbing and Electrical Codes of the governmental body having jurisdiction over the Residential Property in effect at the time construction or reconstruction is begun. Refusal or approval of Plans and Specifications may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the party administering these restrictions shall be deemed sufficient. It is the intention of the foregoing provisions that any construction or reconstruction, or alteration of buildings and improvements located on the Residential Properties shall conform to the architectural and aesthetic criteria established by the Developer for PINE ISLAND RIDGE. In the event plans are approved it is understood that said approval shall only be limited to the construction delineated thereon and shall in no way constitute a waiver of the necessity for obtaining additional approval for any future improvements, modifications, or renovations of improvements previously approved. Approval or disapproval shall be given within thirty (30) days after submission of plans and unless disapproved shall be deemed approved.

III PLAN OF DEVELOPMENT; ASSESSMENTS

A. The Developer intends to construct on the Residential Property a community of residential buildings that will for the most part be submitted to condomirium ownership, but which may also include rental apartments, cooper: tively owned apartments, and single family, townhouse, or duplex housing. All of the foregoing is included in the community called PINE ISLAND RIDGE.

Lessor is the owner of the Demised Parcel and does в. agree with the Developer and the Lessee Corporation, for the considerations hereinafter set forth, to construct upon the Demised Parcel certain improvements described in Article II and which shall include an executive golf course and country club building. The Lessor also agrees, by the covenants contained herein, to set aside a certain geographical area known as "PINE ISLAND RIDGE" ("Ridge Park") in its natural state and to create and establish certain other beautification areas and waterways upon the Demised The Demised Parcel improved as aforesaid and with the Parcel. geographical preservation and beautification aforesaid shall become the "Country Club Areas" as that term is used in this This Agreement and the Lease of the Country Club Areas Agreement. is for the use and benefit of all of the Dwelling Unit Owners of Residential Property of PINE ISLAND RIDGE. Because the Dwelling

Units will be subject to operation by a number of Associations or may be subject to different forms of ownership, the Developer has determined that the rights and obligations hereunder shall be held and administered by a single entity and for that reason has caused to be formed the Lessee Corporation. The funds for operating the Lessee Corporation and the funds for paying the Country Club Operating Expenses hereunder and the costs of collection shall be specifically assumed by Dwelling Unit Owners and assessed against the members of the Lessee Corporation by its Board of Governors. Until the "Turn-Over Date" defined in the Articles, the Developer has retained the right to appoint all of the members of the Board of Governors of the Lessee Corporation.

C. In order to accomplish the Plan of Development, the Lessee Corporation and each "Association Member" and each "Owner Member" shall execute an instrument entitled "Sub-lease". Under each Sub-lease, the Sub-lessee named therein shall receive, on a nonexclusive basis, the rights to use and enjoy the Country Club Areas and shall be subject to the obligation of assessing and collecting from each Dwelling Unit Owner the Rent and the share of the Country Club Operating Expenses.

D. Country Club Operating Expenses shall be paid out of funds assessed and collected from members of the Lessce Corporation, each of whom is a Sub-lessee, and from the Dwelling Unit Owners on the following basis:

1. After 2,650 Dwelling Units:

(a) Individual Dwelling Unit Assessment. After the period described in sub-paragraph 2 below, the total anticipated Country Club Operating Expenses for each calendar year shall be set forth in a budget prepared by the Governors of the Lessee Corporation not later than December 1st of the year preceding the calendar year for which the budget is to be adopted. The total anticipated Country Club Operating Expenses shall be divided equally among the "Dwelling Units Subject to Assessment" and the quotient thus arrived at shall constitute and be called the "Individual Dwelling Unit Assessment."

(b) <u>Dwelling Units Subject to Assessment</u>. The phrase "Dwelling Units Subject to Assessment" shall mean the sum of the following: (1) the number of Dwelling Units in all declared condominiums on the Residential Property and the number of Dwelling Units in any single-family, duplex, townhouse, hotel-motel rental or co-operative structure on the Residential Property as to which a Certificate of Occupancy has been issued as of a date not less than thirty (30) days prior to the adoption of the budget by the Governors; plus (2) the "Designated Number of Dwelling Units". The method of determining the "Designated Number of Dwelling Units" shall be as follows: As to portions of the Residential Property conveyed by the Developer for development by others ("Designated Parcels") the Developer may by deed or other recordable instrument fix the number of "Dwelling Units Subject to Assessment" that a Designated Parcel shall pay for (the "Designated Number of Dwelling Units").

When the Developer has fixed the Designated Number of Dwelling Units for a Designated Parcel, the owner thereof, notwithstanding the actual time of construction or actual construction of Dwelling Units upon such property, shall pay under its Sub-lease a sum equal to the product arrived

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at by multiplying the Individual Dwelling Unit Assessment by the Designated Number of Dwelling Units. Notwithstanding the just stated provisions, should there be more Dwelling Units located on the Designated Parcel by reason of actual construction than the number fixed by the Developer, then the actual number of Dwelling Units shall be computed in determining the Dwelling Units Subject to Assessment.

For the purpose of assessments the number of Dwelling Units contained in any structure located on the Residential Property which is subsequently destroyed, damaged, or demolished shall be the number of Dwelling Units originally constructed until such time as the structure is replaced and a new certificate of Occupancy is issued, whereupon the number of Dwelling Units contained in the replaced structure shall be used in computing the number of Dwelling Units subject hereto. If the number of Dwelling Units shall be increased by reason of new construction prior to thirty (30) days before the end of any quarterly period, then the Governors shall adjust the Individual Dwelling Unit Assessment on a quarterly basis by dividing the total anticipated operating expenses for the remainder of the calendar year by the increased number of Dwelling Units subject hereto.

(c) Assessment Payment. The Individual Dwelling Unit Assessment shall be payable monthly in advance on the first day of each month of each year. Each "Association Member" shall be assessed an amount equal to the product arrived at by multiplying the Individual Dwelling Unit Assessment by the number of Apartments within each condominium operated by the Association Member. Each Owner Member shall be assessed an amount equal to the product arrived at by multiplying the Individual Dwelling Unit Assessment by the number of Dwelling Units contained in each structure located on a portion of the Residential Property owned by the Owner Member.

2. Prior to 2,650 Dwelling Units

Until 2,650 Dwelling units have been constructed and completed (as evidenced by certificates of occupancy for non-condominium portion of the Residential Property) or conveyed (as applied to condominium Dwelling Units) or set in Designated Parcels, the Individual Dwelling Unit Assessment which shall be levied by the Governors and paid by Dwelling Unit Gwners and owners of Designated Parcels shall not exceed EIGHT AND 97/100 (\$8.97) DOLLARS per month. The Developer agrees with Lessee Corporation that it will bear any of the Country Club Operating Expenses incurred by the Lessee Corporation exceeding the total amount assessed as aforesaid until 2,650 Dwelling Units have been constructed and conveyed or constructed and completed. Thereafter, the provisions of Paragraph 1 shall be applicable.

IV FORM OF SUB-LEASE

A. Each Sub-lease shall be-an instrument recorded amongst the Public Records of Broward County, Florida.

> (1) As to Condominiums of PINE ISLAND RIDGE declared upon portions of the Residential Property, by the Developer the Sub-lease shall be recorded

RUDEN. BARNETT, MCCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW. 500 N.E. 25TH AVENUE. FORT LAUDERDALE. FLORIDA

contemporanecusly with recordation of the first Declaration for a particular PINE ISLAND RIDGE Condominium in a particular Phase. Each Sub-lease shall be deemed part of the Condominium Documents for each Condominium. The Sub-lessee shall be the Association.

(2) As to portions of the Residential Property not submitted to condominium ownership by the Developer a Sub-lease shall be executed between the Lessee Corporation and the Owner Member.

(3) There shall be attached to each Sub-lease as an addendum a document which shall state the amount of the Rent.

(4) As to portions of the Residential Property conveyed by the Developer for development by others, the Sub-lease shall be between the Lessor, the Developer, the Lessee and the grantee of the said portion.

B. Each Sub-lease shall refer specifically to this Lease and shall provide among other things that the Sub-lessee shall collect the Rent due from each Dwelling Unit Owner and that the Sub-lessee shall pay the share of the Country Club Operating Expenses due hereunder, which in the case of a Condominium Association shall be collected and paid for as part of the common expenses of the Association and of each Condominium. Each Sub-lease shall contain reference to the restrictions, covenants, and conditions contained in this Agreement which restrictions, covenants, and conditions shall deem to run with the land and are enforceable as herein provided for.

C. Although the instrument to be executed between the Lessee Corporation and the Sub-lessee shall be a Sublease, the Lessor is specifically given the right to all of the remedies contained herein, directly as if the Lessor were party to the Sub-lease and Sub-lessees are bound to the Lessor to perform all of the covenants and obligations contained in this Lease Agreement and by virtue of the Sub-lease as if the Lessor were an original party thereto bound by the privity of contract.

D. Notwithstanding the foregoing provisions, no Sub-Lease of a portion of the Residential Property which is developed by a Grantee of the Developer shall be valid until the terms and provisions as to Rent shall have been agreed to in writing by the Lessor.

V CONSTRUCTION OF COUNTRY CLUB AREAS

The Lessor agrees to commence construction of the Country Club Areas planned for the land demised hereunder within six months from the date hereof. The Country Club shall contain the features described in Exhibit D. The Lessor further agrees that construction once commenced shall be carried forward with all reasonable speed so as to substantially complete construction not later than twelve months from the time construction is commenced, provided, however, that this time for completion shall be extended for any delays occasioned by circumstances beyond the Lessor's control such as acts of God, strikes, catastrophes or other matters which interfere with the Lessor,

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its contractors, subcontractors and materialmen. Substantial completion of Country Club and Executive Golf Course shall be evidenced by a certificate of an architect or professional engineer licensed in the State of Florida designated by agreement between the Lessor and the Developer.

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NOW, THEREFORE, in consideration of the keeping by the parties of their respective covenants and obligations hereinafter contained, the parties have agreed that upon the terms and conditions of the payment from time to time of the Rent and Country Club Operating Expenses hereinafter set forth and set forth in each Sub-Lease, and in consideration of the prompt performance continuously by the Lessee of each and every one of the covenants and agreements hereinafter contained and contained in each Sub-Lease, the performance of each and every one of which terms and conditions is declared to be an integral part of the consideration to be furnished, the Lessee hereby LEASE, LET AND DEMISE unto Lessee and the Lessee hereby leases of and from the Lessor the Country Club Areas, including the Demised Parcel.

VII TERM OF LEASE AND AGREEMENT

The term of this Lease and Agreement shall be a period of years, commencing with the date hereof and continuing up to and including the 31st day of December, 2073, unless the Lease be terminated prior thereto in accordance with its terms.

VIII RENT

A. Amount of Rent

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1. Lessee hereby covenants and agrees to pay and/or collect and pay to Lessor the following sums of money as Rent for the use of the Country Club Areas:

- (a) For each Apartment in a Condominium of PINE ISLAND RIDGE Phase F there shall be paid to the Lessor the sum of \$ 168.00 per calendar year, which shall be payable monthly in advance on the 1st day of each month of each year, subject to the Cost of Living Adjustment Provisions of paragraph H herein. For each apartment in a Condominium of PINE ISLAND RIDGE other than Phase F, the amount of the Rent which shall be paid to the Lessor as aforesaid shall be set forth in a Sub-lease to be executed between the Lessor, the Association, and the Developer which Rent shall be subject to Cost of Living Adjustment provisions as herein provided.
- (b) For each Dwelling Unit other than that submitted to condominium form of ownership, there shall be paid to the Lessor a sum of money to be agreed upon in a Sub-Lease to be executed between the Lessor and the Owner of such Dwelling Units, which right is hereby reserved to the Lessor.

2. It is agreed and understood that Rent shall be net to the Lessor, and shall be in addition to the obligation of the payment of Country Club Operating Expenses, so that this Lease will yield to the Lessor the Rent hereinabove provided to be paid during the term of this Lease, subject to no reduction whatsoever, and that all costs, expenses, and obligations of each and every kind and nature whatsoever, relating to the Country Club Areas shall be paid by the Lessee.

B. Time Payment of Rent Commences

1. Rent shall commence as follows: Two thirds on the first day of the month following the day of certification of substantial completion of the Country Club as provided in Article V, and an additional one-third upon certification that the Executive Golf Course has been substantially completed and is ready for play as provided in Article V. Once all of the just described stages have been completed full rent shall be paid.

2. In a condominium, rent by an Apartment Owner to the Lessor shall commence upon the Sale of an Apartment and shall be prorated for the period between the date of sale and the last day of the month in which the sale took place. Thereafter, the Rent shall be due and payable as set forth in paragraph 1. (a) of this Article.

3. In non-condominium Dwelling Units, Rent shall commence as provided in the Sub-Lease.

C. Place and Manner of Payment

Rent shall be payable at such place as the Lessor 1. may specify in writing, from time to time, and such payment shall be made to the place specified, until it shall have been changed by written notice sent to the Lessee by the Lessor in the manner hereinafter prescribed in the giving of notice. All Rent shall be payable without notice or demand. For the present, and until further notice, the Lessor specifies that Rent shall be paid to Lessor at: c/o Trust Department, Lake Wales, Florida. All Rent shall be payable in current legal tender of the United States of America as the same is constituted by law at the time the said rent becomes due. If, at any time, the Lessor shall accept anything other than current legal tender as Rent, such fact or such acceptance shall not be construed as varying or modifying the provisions of this paragraph as to any subsequently maturing rent or as requiring the Lessor to make a similar acceptance or indulgence upon any subsequent occasion.

D. Collection of Rent

1. It shall be the obligation of the Lessee Corporation at its own expense to collect, assess, and remit the Rent. Furthermore, it shall be the responsibility of the Association Member to assess and collect the Rent in the same manner, at the same time, and to the same extent as it collects and assesses any Common Expenses as provided in a Declaration, and it shall be the obligation of each Owner Member to pay the Rent.

2. The Owner of record of each Dwelling Unit shall be personally liable, jointly and severally, to the Lessor for the payment of the Rent due on the Dwelling Unit. In the event any Dwelling Unit Owner fails to make any payment of Rent, the Lessee shall be obligated to collect the same as aforesaid and to furnish the Lessor in writing such Owner's name and

apartment number within fifteen (15) days of a delinquency in the payment thereof. Lessor agrees that non-payment of Rent shall not be made up or assessed against other Dwelling Unit Owners.

E. Remedies of Lessor

1. In the event for any reason Rent is not paid to Lessor, the Lessor shall forthwith have all of the remedies hereinafter provided:

- (a) The Lessor has a lien upon each bwelling Unit for which Rent has not been paid. Such lien shall secure, in addition to Rent, reasonable attorneys' fees and costs incurred by the Lessor in connection with the collection and foreclosure of said Lien. Upon nonpayment of Rent, Lessor may foreclose its lien. Said lien shall be effective only from and after the time of recordation in the Public Records of Broward County, Florida of a written, acknowledged statement by the Lessor containing the legal description of the Dwelling Unit and the amount due for Rent. The statement shall include only sums due and payable hereunder as of the date of recordation. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of lien. This lien of the Lessor shall be subordinate and inferior to the lien of any mortgage described in Paragraph F hereof. It is further agreed that the recordation of a deed in lieu of foreclosure of any said mortgage shall automatically operate as a release of the recorded lien.
- (b) In addition to the foregoing, and without waiving the same, the Lessor shall have the right to bring an action at law for the payment of Rent, together with interest thereon and together with reasonable attorneys' fees and court costs, against the persons owing the same.

2. All sums of money required to be paid to the Lessor under this Article shall bear interest from the date of maturity thereof at the rate of ten percent (10%) per annum until paid.

F. Remedies of Lessee

The Lessee shall have all of the remedies of the Lessor and shall pursue these remedies at the request of Lessor. It is the intention of the just stated provision that the Lessee shall have the right to file a lien and foreclose same against a Dwelling Unit for non payment cf Rent as well as the right to begin action at law for nonpayment of Rent, which remedies shall be exercised by Lessee at the request of Lessor.

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G. Rights of Mortgagees

To induce institutions such as Banks, Savings and Loan Associations, Insurance Companies and other Lenders (herein called "Lenders") to make individual first mortgage loans hereinafter described on any Dwelling Unit in PINE ISLAND RIDGE, Lessor covenants and agrees as follows:

1. In the event that Lenders shall now or hereafter make any first mortgage loans on Dwelling Units for the purpose of financing the acquisition or resale thereof or for refinancing the same for the owners of such Dwelling Unit and should there subsequently be a default in any such mortgage whereupon any Lender acquires any such apartment by foreclosure or deed in lieu of foreclosure, then and in that event the Rent due herein to Lessor for that Dwelling Unit (meaning thereby the Rent referred to in this Article of the Lease, but not Country Club Operating Expenses as otherwise provided for in other Articles of this Lease) shall be abated while any such Lender is the record owner of any such Dwelling Unit. This abatement in Rent shall terminate upon the date that any such apartment acquired by any such Lender is disposed of in any manner or when any such Dwelling Unit is under Lease by such Lender to any person, firm or corporation.

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2. Lessor covenants and agrees that whenever any such Lender shall be entitled to Rent abatement set forth in sub-paragraph I above, such abatement shall not be assessed against any other Dwelling Unit Owners.

H. Cost of Living Adjustment in Rent

The Rent provided in this Article shall be adjusted every Three (3) years, commencing with the Rent for the year beginning on the third anniversary date hereof in accordance with the fluctuating purchasing power of the United States The standard adopted for measuring such fluctuations dollar. is the "Index in Changes in Price of Goods and Services Purchased by City Wage Earner and Clerical Worker Families to Maintain Their Level of Living," commonly known as the "Consumer Price Index," which Index is issued by the United States Department of Commerce, and is hereinafter referred to as the "Index." The Index for the month of February, 1973, shall be taken as the basic standard, as that term is hereinafter The Rent for each period shall be arrived at by multiplying used. the Rent payable for the preceeding three year period by a fraction, the numerator of which shall be the average Index figure for the months of January, April and September of the calendar year preceeding the start of the new five year period, commencing with the year 1976 and for each subsequent period thereafter, and the denominator of which shall be the basic standard. A determination shall be made by the Lessor within fifteen (15) days from the announcement by the United States Government of the Index for the measuring months, and the Lessor shall notify the Lessee of the Index and the adjustment to be made accordingly. It is specifically covenanted and agreed that in the event the Index becomes available, the Lessor and Lessee will agree upon a suitable substitute Rent, once adjusted in accordance with these therefor. provisions, shall not be decreased and may be increased. In the event of any controversy arising as to the proper adjustment or as to a comparable measuring index in the event the Index is not available, Rent shall continue to be paid at the rate preceding the controversy until such time as the controversy

has been settled, at which time an adjustment will be made retroactively, and payment thereof shall be due within thirty (30) days of settlement.

IX OPERATING EXPENSES

A. Items of Operating Expenses

In addition to Rent, and as a further part of the consideration to be furnished by the Lessee and each Dwelling Unit for the term demised, the Lessee and each Dwelling Unit Owner upon taking title to a Dwelling Unit covenant and agree with the Lessor that they will pay all of the expenses applicable to the Country Club Areas and any sums necessary to carry out the covenants and conditions contained in the Lease which include the following expenses (all of which are hereinafter collectively referred to as "Country Club Operating Expenses"):

Taxes (a) All taxes levied or assessed at any or all times 1. during the term hereby demised, by any and all taxing authorities, including all taxes, charges, assessments, impositions, liens for public improvements, special charges and assessments and, in general, all taxes, tax liens in the nature of taxes, which may be assessed against the Real Property demised hereunder and all buildings, personal property, fixtures, and improvements thereon or which may hereinafter be placed thereon, including all taxes which are assessed by any governmental authority, including but not limited to a city, state, county, national, special drainage, school or other taxing districts or otherwise, and specifically including any tax which may be levied against the use of the land by any such taxing authority, together with any interest, penalties or other charges which may accrue thereon; provided, however, that in the event any of the said taxes or assessments are payable according to the terms of their imposition, in installments, then the Lessee shall have the right to pay the same as such installments fall due. Taxes for the first and last years of this Lease shall be prorated between the Lessor and Lessee, as of the date of this Lease, based upon the actual tax bills for that year. In the last year of the Lease, Lessee shall pay its share to the Lessor as provided above, based upon the preceding year's figures, when the last Rent payment becomes due. Thereafter, when the actual tax bill is received for the last year of the Lease, Lessee shall pay any overage required by reason of the actual tax bills to the Lessor, upon notification of the same by the Lessor.

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(b) Nothing in this Article contained shall refer to any tax which may be levied or assessed against the Lessor with respect to the income derived from this Lease, or to pay any corporation, franchise, or excise taxes which may be assessed or levied against the Lessor or any corporate successor or transferee of or claiming under the Lessor.

(c) The parties agree that Lessee shall deliver official receipts evidencing payment of taxes to the Lessor, at the same place as is then designated by the Lessor as the place at which Rent payments are required to be made, and in the manner above provided for Rent which payment of taxes shall be made and said receipts delivered at least thirty (30) days before the said tax itself would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, the Lessee desires to contest

the validity of any tax or tax claim, the Lessee may do so without being in default hereunder as to its obligations to pay taxes; provided the Lessee gives the Lessor in the manner elsewhere provided notice of its intention to do so and furnishes the Lessor with a bond with surety made by a surety company qualified to do business in the State of Florida, or a cash bond, in one and one-half (1-1/2) times the amount of the tax item or items intended to be contested conditioned to pay the tax item or items when the validity thereof shall finally have been determined, which said written notice and bond shall be given by the Lessee to the Lessor not later than a day which is thirty (30) days before the tax item or items proposed to be contested would otherwise become delinquent. The failure of the Lessee to pay taxes or other charges as enumerated in this Article and furnish receipts thereof or to furnish the written notice and bond herein referred to, not later than thirty (30) days before said tax or taxes or any item of them would become delinquent, shall constitute the Lessee in default, whereupon the Lessor shall have the remedies available as set forth in Paragraph B of this Article.

2. Utility Charges. All charges for utilities, whether they are supplied by a public or private firm, and to pay them monthly or as they become due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge.

3. Liability Insurance. Premiums for a policy or policies of insurance in the form generally known as public liability and/or owners', landlord and tenant policies, insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the Demised Parcel and of the improvements and buildings located on the Demised Parcel, or for any other risk insured against by such policies, each class of which policy shall have been written within limits of not less than Five Hundred Thousand Dollars (\$500,000) for damage incurred or claimed by any one person, not for less than One Million Dollars (\$1,000,000) for damage incurred by more than one person and for not less than Fifty Thousand Dollars (\$50,000) for property damage. All such policies will name the Lessor and the Lessee as their respective interests may appear, as the persons assured by such policy or policies, and the original or a true copy of each of such policies shall be delivered by the Lessee to the Lessor promptly upon the writing of such policy or policies, together with adequate evidence of the fact that the premiums therefor are paid; and in any event, such policies and evidence of payment by the Lessee of the premium shall be delivered by the Lessee to the Lessor before the expiration of any of them and in time to assure the Lessor that such coverage will be carried continuously. The Lessor shall have the right to disapprove the insurance company furnishing such insurance unless the same shall be rated AAAAA or better in Bests' Manual.

4. Fire, Windstorm and other Casualty Insurance. Lessee hereby covenants and agrees with Lessor that to the extent of one hundred (100%) percent of the value thereof it will at all times during the term of this Lease, keep insured any and all buildings or improvements now located or which may hereafter be built upon or placed upon the real property demised hereunder in good and responsible insurance companies authorized to do business in the State of Florida, satisfactory

to and approved by Lessor, who agrees not to withhold its approval of any companies designated AAAAA or better in Bests' Manual, for protection against loss or damage caused by or resulting from fire, windstorm or other casualty, in an amount that would be sufficient to prevent co-insurance. The policy or policies of insurance maintained pursuant to this paragraph shall be paid for by Lessee, who shall deliver the original policy or policies to Lessor for safekeeping hereunder. All policies issued and renewals thereof shall be payable in the event of loss jointly to Lessor and the Lessee as their interests may appear.

In the event of the destruction of buildings, improvements or appurtenances by fire, windstorm, or other casualty for which insurance money shall be payable, such insurance money shall be payable to Lessor and the Lessee. Said sum so paid shall be deposited in a joint account of Lessor and Lessee in a bank in Broward County, Florida, designated by Lessor and shall be available to Lessee for the reconstruction or repair, as the case may be, of the building or improvement damaged or destroyed by fire, windstorm, or other casualty for which the insurance money is payable, and shall be by Lessor and Lessee paid for such repairs from said joint account from time to time on the estimates of any architect selected by Lessee, licensed in the State of Florida, having supervision of such reconstruction or repair, provided, however, that it first be made to appear to the satisfaction of Lessor that the amount of money necessary to provide for the reconstruction or repair of any building damaged or destroyed as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided for by Lessee in cash and paid into such account. If at any time while the joint account of insurance proceeds herein provided for contains any of the proceeds of insurance and Lessee is in default in none of its obligations under this Lease, then Lessor shall be immediately entitled to receive from the said joint account the amount of money necessary to cure such default. In the event any excess of money received from insurance shall remain in the joint account after the completion and payment of any reconstruction and repair of such buildings or improvements as herein provided, and if at such time Lessee is not in default in any of the conditions and covenants of this Lease, then such excess money shall be paid to Lessee.

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5. Maintenance and Repair of Property.

(a) Lessee agrees and covenants that it will at its own expense keep and maintain the buildings, structures, fixtures and improvements which may at any time be situated during the term of this Lease on the real property demised hereunder and all appurtenances thereto belonging or appertaining, including sidewalks, steps and improvements, in good and substantial repair; in a clean and sanitary condition; and in a manner that is ecologically sound and aesthetically pleasant; further Lessee covenants that it will use, keep and maintain the Country Club Areas as well as the approaches and appurtenances in front of and around thereof in conformity to and in compliance with all applicable

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statutes, ordinances, regulations, orders, licenses or other laws.

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- (b) Lessee further agrees that after completion of construction of improvements described on Exhibit D and issuance of the Certificate described in Article V Lessor shall not be called upon or required at any time to make improvements, alterations, changes, additions, replacements or repairs of any nature whatsoever, structural or otherwise, in or to the Demised Parcel or any part thereof, or in or to any building of which the same are a part. Lessee expressly waives any right, if any, to require Lessor to make repairs or to make repairs at the cost of Lessor, which Lessee may have under the provisions of any law, statute, ordinance or regulations. Lessee expressly covenants and agrees, at its own cost and expense, to keep the Demised Parcel and each and every part thereof in good condition and repair at all times during the term hereof, and to make promptly any and all repairs, renewals and replacements which may at any time be necessary or proper to put and keep the Country Club Areas in as good condition as when received by Lessee fron Lessor, reasonable wear and tear excepted. If at any time during the term hereof Lessee fails, refuses or neglects to keep the Country Club Areas or any part thereof in good condition and repair, then Lessor, at his option, may enter upon the said premises and cause such repairs to be made to the said premises as may be necessary, but at the cost of and for the account of Lessee, and any amounts paid or incurred therefor shall be payable to Lessor upon demand.
- (c) It is expressly understood and agreed that Lessee in no case shall be entitled to compensation or damages on account of any inconvenience or annoyance in making repairs and that no allowance or deduction whatever from the Rent herein provided shall be made for a partial or entire destruction of or damage to said Country Club Areas thereon, even though Lessee may be inconvenienced thereby.

6. Indemnification. The Lessee shall indemnify and save harmless the Lessor from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement, for any personal injury, loss of life, and/or damage to property sustained in or about the Country Club Areas or the appurtenances thereto or upon the adjacent approaches and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. In the event the

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Lessor is compelled to incur any expense in collecting any sum of money due under this Agreement, or in the event suit shall be brought by the Lessor for the purpose of enforcing lien rights hereunder or if suit be brought by the Lessor for the purpose of compelling the payment of any other sum which should be paid by the Lessee under the terms hereof or for the purpose of enforcing performance by the Lessee of any of the several agreements, conditions and covenants contained herein, the Lessee covenants and agrees to indemnify the Lessor from all expenses and costs of litigation, including a reasonable fee for the Lessor's attorney, provided such suit terminates in favor of the Lessor. In the event the Lessor shall fail or refuse to perform any of the covenants and obligations of the Lessor to be kept and performed and the Lessee is required to bring suit to compel the performance of the same, Lessor covenants and agrees that in the event the Lessee shall be the prevailing party the Lessor shall indemnify Lessee for all expenses and costs of litigation, including a reasonable attorney's fee. Any sums due under the terms and provisions of this Article may be properly taxes by a court of competent jurisdiction against the Lessee, or the Lessor, as the case may be.

7. Lessor understands that the Country Club Areas will be leased to Lessee Corporation as provided in the Plan of Development. Further, Lessor acknowledges that under the Sub-Leases each Sub-Lessee shall severally undertake the obligations of paying the Country Club Operating Expenses. Accordingly, to insure that the obligations of the Agreement will be carried out in full and with uniformity and with regard to the nature and complexity of the improvements to be created upon the Demised Parcel, including the obligations of repair and maintenance and the payment of Country Club Operating Expenses, Lessor requires, and the Lessee agrees to provide, centralized management for the Country Club Areas. Further Lessor requires, and Lessee agrees, that centralized management shall be continued during the term unless discontinued with consent in writing by of this Lease, the Lessor. If the Lessee shall fail to agree upon and obtain centralized management for the Country Club Areas, Lessor shall have the right to provide centralized management and shall be entitled to reimbursement for the cost and expense thereof against the Lessee and each of the Sub-Lessees, which cost and expense shall be deemed to be Country Club Operating Expenses under this Agreement.

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B. Default - Remedies of Lessor

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In the event the Lessee shall fail to collect and pay the Country Club Operating Expenses arising hereunder, the Lessor shall, in addition to other remedies provided herein, have the following remedies;

1. The Lessor shall have a lien upon the Residential Property and upon each Dwelling Unit therein for any sums of money owing for Country Club Operating Expenses which are payable and which have not been paid by the Lessee or which have been advanced by the Lessor. Such lien shall likewise secure to the Lessor reasonable attorneys' fees and costs in connection with the collection and foreclosure of any of said liens. Said lien shall be effective only from and after the time of recordation in the Public Records of Broward County, Florida of a written, acknowledged statement by the Lessor containing the amount due for Country Club Operating Expenses as of the date of recordation. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a recordable satisfaction of the statement of lien. In the event of foreclosure or the acceptance of a deed in lieu of foreclosure by the holder of a deed in lieu of foreclosure by the holder of any mortgage referred to in Article VIII G of this Lease, then the acquirer of title, his successors and assigns, shall not be liable for the share of Country Club Operating Expenses pertaining to the foreclosed Dwelling Unit or chargeable to the former owner thereof which became due prior to acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure.

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2. In case the Lessee shall fail, refuse or neglect to make any of the payments required by this Lease or this Article, then the Lessor may, at his option, pay the same, and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest on all of such amounts at the rate of ten percent (10%) per annum shall be repaid by the Lessee to the Lessor upon demand of the Lessor; and the payment thereof may be collected or enforced by the Lessor upon the day when demand for repayment thereof or reimbursement therefor is made by Lessor to the Lessee, but the election of the Lessor to pay such Country Club Operating Expenses shall not waive the default thus committed by the Lessee.

3. Notwithstanding the foregoing and without waiving the same, Lessor shall have a right to bring an action at law against Lessee for the payment of Operating Expenses, together with interest at the highest lawful rate and together with reasonable attorneys' fees and court costs against the person owing the same, or to proceed directly against the Sub-Lessee under the Sub-Lease, each of which Sub-Leases shall be assigned to the Lessor as collateral for performance of the obligations of the Lessee hereunder.

C. Default - Remedies of Lessee Against Sub-Lessees

1. The Annual Assessment charges for Country Club Operating Expenses that the Lessee shall levy, together with interest thereon and costs of collection including reasonable attorneys' fees as hereinafter provided, are hereby declared to be a charge on the Residential Property and shall be a continuing lien upon the Residential Property against which each such assessment is made. As to any condominium declared upon the Residential Property, the assessment applicable to the Dwelling Units contained therein shall be part of the Common Expenses of that Condominium, and shall be collected by the Association in the same manner, by the same procedure and to the same extent as other Common Expenses. Each Assessment together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including reasonable attorneys' fees shall also be the personal obligation of the person, persons or entity owning each Dwelling Unit contained in a condominium established within the Residential Property or owning collectively all of the Dwelling Units located within rental apartments, cooperative apartments, etc., upon the Residential Property at the time the assessment was made. Said lien shall be effective only from and after the time of recordation amongst the Public Records of Broward made. County, Florida, of a written acknowledged statement by the Lessee Corporation setting forth the amount due to the Lessee Corporation as of the date the statement is signed. Upon full

payment of all sums secured by that lien the party making payment shall be entitled to a recordable satisfaction of the statement of lien. The provisions of Section 711.15(6) Florida Statutes are applicable to the assessments hereunder as to Dwelling Units contained in any condominium established on the Residential Property.

2. In the event any Association Member or Owner Member shall fail to pay any Annual Assessments, or installment thereof, within fifteen (15) days after the same becomes due then the Lessee Corporation through its Governors shall have the following remedies:

> (a) To accelerate the entire amount of any Annual Assessment for the remainder of the calendar year notwithstanding the provisions for the payments thereof in installments.

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- (b) To advance on behalf of the Member in default funds to accomplish the needs of the Lessee Corporation and the amount or amounts of monies so advanced, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payments together with interest at the highest allowable rate may thereupon be collected or enforced by the Lessee Corporation, and such advance by the Lessee Corporation shall not waive the default.
- (c) The Lessee Corporation may file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Lessee Corporation in like manner as a foreclosure of a mortgage on real property.
- (d) Without waiving its lien rights and its right of foreclosure, the Lessee Corporation may file an action at law to collect the Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees.

X COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES

Lessee covenants and agrees that it will, at its own expense (as part of Country Club Operating Expenses) perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same, in order to comply with sanitary requirements, fire, hazard requirements, zoning requirements, setback requirements, transportation requirements, drainage requests of the Central Broward Drainage District and other similar requirements designed to protect the public.

XI USE OF DEMISED PARCEL

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The Country Club Areas shall be used by the Lessee; the Dwelling Unit Owners, and their guests, invitees, and licensees; solely for the purposes herein specified and no others.

RUDEN, BARNETT, MCCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW. SOC N.E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA

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XII LAWFUL USE OF PREMISES

The Lessee covenants and agrees that during the term hereof it will conform to and observe all applicable ordinances, rules, statutes, laws and regulations relating to Country Club Areas and the use thereof, and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation.

XIII INSPECTION OF PREMISES

The Lessee covenants and agrees that Lessor, or its agents, at all reasonable times and during all reasonable hours, shall have free access to Country Club Areas for the purpose of examining or inspecting the condition of the same or of exercising any right or power reserved to Lessor under the terms and provisions of this Agreement.

XIV LIENS CREATED BY LESSEE AND SUBORDINATION

The Lessee acknowledges that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of Lessor and that no person shall ever be entitled to any lien directly or indirectly derived through or under it, or its agents or servants, or on account of any act or omission of the Lessee, which lien shall be superior to the interest in this Lease reserved to Lessor. All persons contracting with the Lessee, or any other person furnishing materials or labor to Lessee, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, Lessee shall discharge the same by paying it or by filing a bond or otherwise as permitted by law within thirty (30) days.

The Lessor, the Developer and the Lessee agree that their respective interests in this Lease shall be subordinated to the lien and encumbrance of any existing mortgages and additional or subsequent mortgages obtained by the Lessor for the purpose of financing the construction of improvements to take place upon the Real Property demised hereunder and any replacement mortgages. The Lessee agrees to execute such instruments as may be necessary to evidence the subordination of its leasehold interest to such mortgage. All mortgage payments shall be the obligation of the Lessor.

XV DAMAGE OR DESTRUCTION OF BUILDINGS OR IMPROVEMENTS

The Lessee agrees and covenants that damage to or destruction of any building or any portions thereof on the Demised Parcel at any time, by fire, hurricane, or act of God, shall not work a termination of this Agreement, or authorize Lessee or those claiming by, through or under it, to quit or surrender possession of said premises or any part thereof, and shall not release Lessee in any way from its liability to pay to Lessor the Rent or perform the covenants and conditions of this Agreement. The Lessee covenants that in the event of the destruction or damage of the buildings or improvements on said premises or any part thereof, and as often as any buildings or improvements on said premises shall be destroyed or damaged by fire, windstorm, or other casualty, Lessee shall have the same rebuilt and ready for occupancy within six (6) months from the date the insurance proceeds are made available to the

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Lessee, but in no event shall such completion of construction be delayed for more than one (1) year from the date of damage or destruction. Construction of such rebuilding and/or repairs shall be of the same general character and equal value as the buildings and improvements upon the Demised Parcel prior to such damage or destruction. The Lessee shall at its expense furnish Lessor with a performance and payment bond executed by a surety company authorized to do business in the State of Florida, to assure the completion of and payment for such rebuilding and/or repair. The costs of complying with the provisions of this Article are Country Club Operating Expenses.

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If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the control of Lessee or contractor, then the time of completion beyond the said six (6) months period shall be extended for such reasonable time as may be required to effect completion of said construction.

XVI EVENTS OF DEFAULT

A. Material Defaults

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Should the lessee at any time during the term of this Lease, directly or indirectly, suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it and remain pending for a period of seventy-five (75) days; or should a Receiver or Trustee be appointed for the Demised Parcel and not be discharged within seventy-five (75) days; or should this leasehold interest of Lessee be levied upon and said levy be not discharged within forty-five (45) days thereafter, or should Lessee fail to pay promptly when due the taxes referred to in Article VII, then and upon the happening of any of the aforesaid events, Lessor shall have the right at its election to consider the same a Material Default on the part of Lessee of the terms and provisions hereof; and in the event such Material Default is not cured by Lessee within a period of thirty (30) days from the date of the giving by Lessor of written notice to the Lessee of the existence of such Material Default, Lessor shall have the option of declaring the rights to this Lease terminated and the interest of Lessee forfeited, in which event all of the Sub-Leases shall become the property of the Lessor with the rights of termination of the Sub-Leases, or Lessor may exercise any other remedy herein referred to in this Agreement. The rights and remedies of the Lessor provided for in this paragraph of this Article are cumulative and are in addition to every other right or remedy existing at law or equity or by statute or otherwise, and the exercise or beginning of the exercise by the Lessor of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing in law or equity or by statute or otherwise shall not preclude the simultaneous or later exercise of the Lessor of any or all other rights or remedies. All revenues derived or accruing from the Demised Parcel subsequent to the date of the termination of said Agreement shall constitute the property of Lessor and shall not constitute any asset of Lessee, or any Trustee or keceiver appointed for the property of Lessee.

B. Other Defaults

It is further covenanted and agreed by and between the parties hereto that in the event at any time of a default other than a Material Default under the terms of this Agreement



RUDEN, BARNETT, MCCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW. 500 H.E. 251H AV/NUE, FORT LAUDERDALE, FLORIDA

on the part of Lessee for the periods hereinafter set forth, then and in that event it shall and may be lawful for Lessor to have recourse to any of the remedies set forth in Articles VIII and IX of this Agreement. The following omissions or acts on the part of the Lessee constitute a default other than a Material Default:

1. Rent. A failure on the part of Lessee to pay and/or collect and pay Rent due under this Agreement in the manner provided for elsewhere in this Agreement, if such non-payment has continued for fifteen (15) days after notice thereof in writing has been furnished Lessee by Lessor.

2. Country Club Operating Expense. A failure on the part of Lessee to pay any Country Club Operating Expenses herein provided to be paid by Lessee within thirty (30) days prior to the time when same would become due, if such non-payment has continued for ten (10) days after notice thereof in writing has been furnished by Lessor.

3. Other. A failure on the part of the Lessee to keep insurance on any building or buildings and improvements which may now or hereafter be upon the Demised Parcel, as herein provided for, or a failure to pay the premium for the same, or failure to expend the insurance money as herein provided for, or failure to rebuild as herein provided for, or if it shall fail to keep the premises in good order or repair in the manner herein provided for, or if it shall fail to perform or become in default of any of the other covenants of this Agreement by it to be kept and performed, and any such failures or defaults shall be continued for twenty (20) days after notice thereof in writing by Lessor to Lessee specifying the default.

XVII CONDEMNATION

It is understood and agreed that:

A. If at any time during the term of this Agreement the legal title to the Demised Parcel or the improvements or buildings located thereon or any portions thereof be taken or appropriated or condemned by reason of eminent domain, there shall be such abatement of Rent made as shall be just and equitable under the circumstances; provided, however, that in the event of a partial condemnation of the Demised Parcel such as does not interfere with the use thereof (as, for example, in the case of condemnation for road right-of-way purposes), there shall be no abatement of Rent. If Lessor and Lessee are unable to agree on what annual abatement of Rent is just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall, by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy in Broward County, Florida, for its decision and determination of the matters in dispute. If the legal title to the entire Demised Parcei be wholly taken by condemnation, the Agreement shall be terminated.

B. Notwithstanding the above and foregoing provisions, in the event of condemnation or taking of the whole or any part of the Demised Parcel, the amount of the condemnation award due to Lessor shall, between Lessor and Lessee, in no event be less that the amount of the entire condemnation award.

- 23 -

RUDEN, BARNETT, MCCLOCKY, SCHUSTER & SCHWERER, ATTORNEYS AT LAW, 900 N.E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA





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DEMOLITION XVIII

Although it is the duty of the Lessee under the terms hereof to keep and maintain the Country Club Areas in good repair, this shall not be construed as empowering Lessee to tear down and destroy any buildings or improvements or any substantial part thereof, or to cause any items or major repair and reconstruction to be made unless and until Lessee:

Causes plans and specifications for the new buildings or improvements or the new construction to be prepared by a duly licensed architect and submitted to Lessor for its approval, which approval may be withheld for purely aesthetic reason, together with the written contract between the contractor and the Lessee, all in the same manner as reconstruction or repair would have been accomplished in accordance with Articles IX and XV hereof.

B. Furnishes Lessor with a performance and payment bond, with corporate surety satisfactory to Lessor, in an amount equal to the cost of any demolition work to be performed upon the Country Club Areas, conditioned to complete the said demolition work and construction free and clear of all liens and/or claims for labor and materials, and conditioned further to indemnify fully and save harmless Lessor from all costs, damages and liabilities of every nature and character which may be suffered by Lessor by reason of the failure of the Lessee to pay completely and fully for said demolition work and construction.

C. The work of reconstruction, repair, or replacement must have a value equal to the value of the buildings or improvements or the portion thereof then being demolished and replaced or repaired.

For the purpose of this Article of the Agreement, no D. work will be deemed demolition or major repairs, so as to bring it within the terms hereof, unless it constitutes either the actual destruction of the buildings or improvements or a substantial part thereof, or unless it constitutes a remodeling which in the opinion of the Lessor requires the tearing down of a substantial part of a building or improvement. In general, this section of this Agreement is intended to apply wherever the work which the Lessee proposes to do is of such a nature that the doing of the work necessitates a substantial improvement of the then existing buildings or improvements.

All expenses hereunder shall be Country Club Operating Expenses as the term is used in this Agreement.

XIX TRANSFER OF LESSOR'S INTEREST

Lessor shall have the right to sell or assign, pledge, mortgage or encumber to others the interest as Lessor under this Agreement including the right to receive Rent and other things of value accruing by reason of this Agreement in which case the purchaser or Transferee shall enjoy the rights hereunder theretofore enjoyed by Lessor.

> **PROHIBITION AGAINST FURTHER** XX ASSIGNMENT OR SUB-LEASE

ASSIGNMENT OR SUB-LEASE Except as provided for in Article XVII of this Agreement, and halv to the extent and in the manner set forth therein, - 24 then only to the extent and in the manner set forth therein,

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RUDEN, BARNETT, MCCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, SOO N.E. 26TH AVENUR, FORT LAUDERDALE, FLORIDA

neither the Lessee or any of its grantees, assignces, Sub-Lessees, including Associations, shall have any right of assignment, sub-lease or any other right of conveyance in whole or in part of the rights or obligations hereunder.

XXI COVENANTS TO BIND SUCCESSORS AND ASSIGNS

The covenants and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the Lessor and his successors and assigns, and the Lessee and its successors and assigns, and all persons claiming by, through or under Lessor and Lessee, and the same shall be construed as covenants running with the land during the term of the Agreement.

XXII TERMINATION OF LEASE

The Lessee further covenants and agrees that upon the end of the Term, Lessee will surrender and deliver up the Country Club Areas (without compensation to Lessee for any improvements or buildings erected by Lessee) peaceably to Lessor, his agent or attorneys, immediately upon termination of this Agreement.

XXIII WAIVER

It is covenanted and agreed that no waiver of a breach of any of the covenants of this Agreement shall be considered to be a waiver of any succeeding breach of the same covenant.

XXIV NOTICES

All notices required by law and this Agreement to be given by one party to the other shall be in writing, and the same may be served as follows:

A. Upon Lessor by certified mail addressed to Lessor at the place where the Rent under this Agreement is then being paid, or at such other address as Lessor may, by giving notice in writing, designate to the Lessee.

B. Upon the Lessee by personal delivery to its agent in charge of the Demised Parcel, or by certified mail addressed to Lessee at 9100 State Road 84, Fort Lauderdale Florida, or such other address as the Lessee may, by notice in writing, designate to Lessor.

XXV JOINDER OF DEVELOPER

The Developer has joined in this Agreement solely for the purpose of fulfilling the particular covenants set forth herein as covenants of the Developer and not for the purpose of paying any Rent, or any of the Country Club Operating Expenses, except to the extent specifically set forth in Article III Paragraph D.2. of this Agreement, and for the purpose of placing upon the Residential Property the restrictions as to use contained herein.

XXVI APPLICABLE LAW

The law of the State of Florida shall govern the validity, enforceability, construction and interpretation of this Agreement.

RUDEN, BARNETT, MCCLOSKY, SCHUSTER & SCHMERER, ATTORNEYS AT LAW, 900 N.E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA

XXVII PROVISIONS FOR ADDITIONAL RESIDENTIAL PARCELS AND ADDITIONAL DEMISED LAND

Because the Developer and the Lessor have agreed that additional real property may be subjected to the covenants, conditions, and obligations contained in this Agreement, the parties hereto have determined the following method for doing so. The Developer, the Lessee, and the Lessor shall enter into a document entitled "Supplement to Lease and Land Use Agreement" which shall contain among other things the following:

(1) A legal description of the land to be known as Additional Demised Parcel and the appurtenances to be crected thereon; and (2) Legal description of the land to be known as Additional Residential Parcel; and (3) The Improvements to be crected by the Lessor upon the Additional Parcel.

Further, the Supplement shall contain covenants and provisions that the Additional Demised Parcel and the improvements shown shall be part of the Country Club Area as defined herein and that the Additional Residential Parcel will be part of the Residential Property as defined herein. Further, such documents shall provide, and the parties hereto and all Dwelling Unit Owners do hereby recognize, that Dwelling Unit Owners of Dwelling Units located upon the Additional Residential Parcel shall pay a share of the Country Club Operating Expenses as provided for in this Agreement and shall be fully entitled to share in the use and enjoyment of all of the Country Club Areas located upon the Demised Parcel as well as those located upon the Additional Demised Parcel. Further, Dwelling Unit Owners of Dwelling Units located upon the Pesidential Property shall be entitled to use and enjoy the improvements to be located upon the Additional Demised Parcel. The parties agree and all Dwelling Urit Owners upon taking title subject hereto shall agree that the term "Country Club Operating Expenses" and the provisions for assessment therefor shall mean and include all expenses of the Additional Demised Parcel and improvements located thereon. The owners of land within the Additional Residential Parcel shall become either Owner Members or Association Members of Country Club in the manner provided for in the Country Club documents.

IN WITNESS WHEREOF, the parties have executed this Lease and Land Use Agreement the day and year first above written.

WITNESSE



SUN FIRST NATIONAL BANK OF LAKE WALES, TRUSTEE Trustee PINE ISLAND RIDGE, INC.

Attest:

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RUDEN, BARNETT, MCCLOSKY, SCHURTER & SCHMERER, ATTORNEYS AT LAW. 900 N.E. 26TH AVENUE, FORT LAUDERDALE, FLORIDA

STATE OF FLORIDA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **George M. Atkingon**, well known to me to be the **Uice Preside and Therefore** of <u>SUN FIRST NATIONAL BANK OF LAKE WALES, TRUSTEE</u> and he acknowledged executing the same freely and voluntarily under authority duly vested in him by said banking institution and that the seal affixed thereto is the true seal of said banking institution.

WITNESS MY HAND and Official Seal in the County and State last aforesaid this **Back** day of **October**, 1973.

Notary Public

My Commission Expires: A My Commission Expire Atom 21/2025

STATE OF FLORIDA) COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting **Struct Struct**, and **France XLett**, President and Secretary, respectively, of **Piwe stars Ridge Inc**, to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this <u>Grad</u> day of <u>Octobec</u>, 1973.

My Commission Expires:

Notary Public

My Commission Expires April 21

STATE OF FLORIDA }

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting Act Standard Smith and Stand Counter of the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is ine act

WITNESS my hand and official seal in the County and State last aforesaid this **Bril** day of **October**, 1973.

My Commission Expires Expires Arth 21, 107-

Notary Public

Ruden, Earnett, McClosky, Schuster & Schmerer, Attorneys at Law, 500 N.E. 28th Avenue, 70rt Lauderdale, Florida

-27-

CFN # 111462423, OR BK 49696 PG 479, Page 1 of 2, Recorded 04/15/2013 at 09:50 AM, Broward County Commission, Doc. D: \$0.70 Deputy Clerk 3075

> Prepared By: ANSUN Eagle Group 12074 Miramar Parkway Miramar, Florida 33025

After Recording Return To: ANSUN Eagle Group 12704 Miramar Parkway Miramar, Florida 33025

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUIT CLAIM DEED

On March 18, 2013 THE GRANTOR(S),

- The Interest of John Neill, in the Estate of Michael Neill, a single person, for and in consideration of: One Dollar (\$1.00) and other good and valuable consideration conveys, releases and quit claims to the GRANTEE(S):

- Sadonia Lemon and Zephaniah Lemon, a married couple, residing at 764 Quaker Lane, West Hartford, Hartford County, Connecticut 06110

the following described real estate, situated in Davie, in the County of Broward, State of Florida:

Legal Description: LIVE OAK CONDO FIVE OF PINE ISLAND RIDGE F UNIT 307

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) 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 Number: 5041 17 CJ 0230

Mail Tax Statements To: S Lemon 9430 Live Oak Place #307 Davie, Florida 333324

[SIGNATURE PAGE FOLLOWS]

CFN # 111462423, OR BK 49696 PG 480, Page 2 of 2

Grantor Signatures:

se.

DATED: MARCH 20, 2013

The Interest of John Neill, in the Estate of Michael Neill

The Interest of John Neill, in the Estate of Michael Neill 7112 Oakridge Rd Falls Church, Virginia, 22042

STATE OF VIRGINIA, COUNTY OF FAIRFAX, ss:

This instrument was acknowledged before me on this 26 day of March, by The Interest of John Neill, in the Estate of Michael Neill.

MEVA ROBIN ANDRIANIFAHANANA	Notary Public
Notary Public Commonwealth of Virginia 7307395 My Commission Expires Dec 31, 2014	Assistant Branch Manager Title (and Rank)
	My commission expires <u>12.3</u>

Signature and Notary for Quit Claim Deed regarding 9340 Live Oak Place

CFN # 111545910, OR BK 49809 PG 370, Page 1 of 3, Recorded 05/20/2013 at 02:13 PM, Broward County Commission, Deputy Clerk 1924

Broward County Property Appraiser's Network

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Page 1 of A 3

This Instrument was prepared by: Broward County Property Appraiser's Office 115 S. Andrews Ave. Room 111 Fort Lauderdale, FL 33301-1899 954-357-6830 - www.bcpa.net

Re: Property ID: 504117-CJ-0240

NOTICE OF INSUFFICIENCY OF DEED

COMES NOW Lori Parrish, in her official capacity as the Broward County Property Appraiser, by and through the undersigned Deputy Property Appraiser who, being duly sworn and under oath, gives notice to the following parties:

LEMON, SADONIA

LEMON, ZEPHANIAH

NEILL, MICHAEL

NEILL,JOHN 2121 E COMMERCIAL BLVD FORT LAUDERDALE FL 33308

that upon review the attached deed(attached hereto as Exhibit A) recorded in the official records of Broward County at Book 49696, Page 479 appears to be legally insufficient for the following reasons:

- There is a "CHAIN OF TITLE" problem. This means the official public records do not show how the grantor (seller) came to have title (ownership) of the property at the time of the sale. This may occur when a death or divorce results in a property transfer but no transfer document was recorded, or if a Deed from a previous sale was never recorded. Please call us at 954-357-6846 with any information that could help resolve or explain these issues so that we can process your deed.
- Pursuant to Florida Statute 689.01, any conveyance of title must be done in the presence of two (2) separate subscribing witnesses. Also estate needs to be probated to transfer ownership. No documentation reflecting any interest has been given to John Neill From Michael Neill's Estate. If you have any questions contact me at 954-357-6816 or bdunkley@bcpa.net.

Accordingly, said property transfer will not be entered into the official tax roll of Broward County. Done this 17th day of May, 2013, in Fort Lauderdale, Broward County, Florida.

B	LORI PARRISH BROWARD COUNTY PROPERTY APPRAISER y: Patti Huston Deputy Appraiser
STATE OF FLORIDA COUNTY OF BROWARD	
Sworn to or affirmed and signed by Appraiser, who is personally know	me on May 17, 2013 by Patti Huston, a Deputy
[Seal] JENNIFER A. CAVRI Commission # EE 850 Expires January 12, 2 Borded Thru Troy Fein Insurance 8	

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http://192.168.180.50/Deeds/ProcessAffidavid.cfm

5/17/2013

Broward County Property Appraiser's Network

Exhibit	A - F	'age	1 of 2
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CFN # 11	1462423, OR BK 49696 PG 479, Page 1 of 2, Recorded 04/15/2013 at 09:50 rard County Commission, Doc. D: \$0.70 Deputy Clark 3075			
AM, Brow	ard County Commission, Doc. D: \$0.70 Deputy Clerk 3075			
	Prepared By:			
	ANSUN Eagle Group 12074 Miramar Parkway			
	Miramar, Florida 33025			
	After Recording Return To:			
	ANSUN Eagle Group			
	Miramar, Florida 33025			
	SPACE ABOVE THIS LINE FOR RECORDER'S USE			
	QUIT CLAIM DEED			
	On March 18, 2013 THE GRANTOR(S),			
	- The Interest of John Neill, in the Estate of Michael Neill, a single person,			
	for and in consideration of: One Dollar (\$1.00) and other good and valuable consideration conveys, releases and quit claims to the GRANTEE(\$);			
1	- Sadonia Lemon and Zephaniah Lemon, a married couple, residing at 764 Quaker Lane,			
	West Hartford, Hartford County, Connecticut 06110 the following described real estate, situated in Davie, in the County of Broward, State of Florida:			
	Legal Description: LIVE OAK CONDO FIVE OF PINE ISLAND RIDGE F UNIT 307			
	Grantor does hereby convey, release and quitelaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the (irantec(s), and to the Grantes(s) heits and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shull have, claim or demand any right or title to the property, premises, or appurtenances, or any articlescond statement of the s			
	part thereof. Tax Parcel Number: 5041 17 CJ 0230			
÷	Mail Tax Statements To:			
	S Lemon			
i	9430 Live Oak Place #307 Davie, Florida 333324			
	[SIGNATURE PAGE FOLLOWS]			

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http://192.168.180.50/Deeds/ProcessAffidavid.cfm

5/17/2013

Broward County Property Appraiser's Network

CFN # 111462423, OR EK 49695 PG 480, Page 2 of 2
Grantor Signatures:
DATED: MARCH 20, 2013
The Interest of John Neill, in the Estate of Michael Neill
7112 Oakridge Rd
Falls Church, Virginia, 22042
STATE OF VIRGINIA. COUNTY OF FAIRFAX, ss:
This instrument was acknowledged before me on this 20 day of March, 2013 by The Interest of John Neill, in the Estate of Michael Neill.
MEVA ROBIN ANDRIANIFAHANANA Notary Public
Commonwealth or Virginia Accistant Branch Manager
My Commission Expluse Dec 31, 2014 Title (and Rank)
My commission expires 12.3 - 2014
Signature and Notary for Quit Claim Deed regarding 9340 Live Oak Place
· ·

Exhibit A - Page 2 of 2

http://192.168.180.50/Deeds/ProcessAffidavid.cfm

5/17/2013

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Instr# 115022502 , Page 1 of 1, Recorded 04/19/2018 at 10:29 AM Broward County Commission

Prepared by: Steven B. Katz, Esq. 4300 N. University Drive # A-106 Lauderhill, FL 33351 File 1003.044

CLAIM OF LIEN FOR MAINTENANCE ASSESSMENTS

BEFORE ME, the undersigned authority, personally appeared Steven B. Katz, who being duly sworn, deposes and says that he is the Attorney-in-Fact for Pine Island Ridge Condominium F Association, Inc., the Lienor herein, whose post office address is c/o 4300 N. University Drive #A106, Lauderhill, FL 33351, and that pursuant to the Section of §718.116 of the Florida Statutes, as well as The Declaration of Condominium for Pine Island Ridge Condominium F Association, Inc., said Association is owed the following amount for the following assessment(s):

In accordance with the Declaration, there is due and owing to the Lienor as of April 11, 2018, the amount of \$1,484.25. The Claim of Lien secures the following amounts:

Past Due Maintenance through April 30, 2018:	\$ 696.65
Legal fee for Collection letter 3/23/2017:	\$ 111.90
Legal fee for Rent Collection letter 3/23/2017:	\$ 195.00
Legal fee payment agreement 4/25/2017:	\$ 195.00
Legal Fee for Final Balance Due letter 3/15/2018:	\$ 50.00
Legal fee for Claim of lien	\$ 215.00
Collection and Lien Letter Postage	\$ 7.20
Filing Fee	\$ 13.50
TOTAL OUTSTANDING:	\$ 1,484.25

This amount does not include interest at the rate as set forth in the Declaration of Covenants and Restrictions from the due dates. This Claim of Lien shall also secure all unpaid assessments, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of this Claim of Lien and prior to entry of a Final Judgment of Foreclosure.

The Lienor claims this Lien on the following described property in Broward County, Florida:

Apartment No. 307, LIVE OAK CONDOMINIUM FIVE OF PINE ISLAND RIDGE F, according to the Declaration of Condominium thereof, as recorded in O.R. Book 5605, Page 348, and the Survey, Plot Plan and Graphic Description of Improvements, recorded in Condominium Book 7, at Page 44, all of the Public Records of Broward County, Florida.

Current owners of record are SDMS REAL ESTATE, LLC

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FURTHER AFFIANT SAYETH NOT.

Pine Island Ridge Condominium F Association, Inc.

By:

Steven B. Katz 4300 N. University Drive #a106 Lauderhill, FL 33351

STATE OF FLORIDA COUNTRY OF BROWARD

The foregoing Claim of Lien was acknowledged before me this <u>11th</u> day of <u>April 2018</u>, by Steven B. Katz, as Agent for the Association, who is personally known to me.

My commission expires:

JANINE ACKER MY COMMISSION # FF 181554 EXPIRES: December 28, 2018 Bonded Thru Notery Public Underwriters

ublic, State of Florida

THIS INSTRUMENT PREPARED BY AND PLEASE RECORD AND RETURN TO:

ROBERT L. KAYE KAYE BENDER REMBAUM, P.L. 1200 Park Central Boulevard South Pompano Beach, Florida 33064

CLAIM OF LIEN FOR ASSESSMENTS

KNOW ALL MEN BY THESE PRESENTS, THAT:

BEFORE ME, the undersigned authority, personally appeared ROBERT L. KAYE, attorney-in-fact for PINE ISLAND RIDGE CONDOMINIUM FASSOCIATION, INC., a not-for-profit Florida corporation of Broward County, Florida whose post office address is c/o Board of Directors/Millet Masis, 9420 Live Oak Place, Davie, FL 33324, and that pursuant to the Declaration of Condominium for Live Oak Condominium Nine of Pine Island Ridge F claims this lien against the following property:

Condominium Unit No. 307, of LIVE OAK CONDOMINIUM FIVE of PINE ISLAND RIDGE 'F', according to the Declaration of Condominium thereof, as recorded in Official Records Book 5605, Page 348 in the Public Records of Broward County, Florida and all amendments thereto.

The record owner(s) of such property is: SDMS REAL ESTATE LLC.

: ss

The amount due is \$5,221.00 as follows:	
Maintenance due 05/01/18 through 12/01/18 at \$465.44 per month.	\$ 3723.52
Maintenance due 01/01/19 through 03/01/19 at \$499.16 per month.	\$ 1497.48

plus interest at the rate of 10% per annum plus late fees, from the dates due, less all payments made since the date of the delinquency.

In addition, this Claim of Lien also secures interest, late fees, costs and reasonable attorneys' fees incurred by the Association pursuant to the recorded Declaration of Condominium. Further, this lien secures all assessments coming due, less any payments received from the date of the initial delinquency and after the filing of this Claim of Lien.

Dated this $\underline{//}$ day of March, 2019.

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BONNIE COLBURN

STATE OF FLORIDA :

COUNTY OF BROWARD :

PINE	ISLAND	RIDGE	CONDOMINIUM	F
ASSOC	LATION, IN	[C. /		
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<u> </u>	Knor	4 -	99	
BY:	1700	$\langle \rangle$		

ROBERT L. KANE Attorney-in-fact Florida Bar No.: 0694436

The foregoing instrument was acknowledged before me this $\underline{19}$ day of $\underline{7Xan_ca_2}$, 2019, by Robert L. Kaye as attorney-in-fact of PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced as identification and did take an oath.

My Commission Expires:

TI CONTRACTOR

BONNIE COLBURN MY COMMISSION # GG 092662 EXPIRES: May 8, 2021 Bonded Thru Budget Notary Services BY: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

> BONNIE COLBURN Printed Name of Notary Public

Instr# 115886949 , Page 1 of 1, Recorded 06/24/2019 at 08:42 AM Broward County Commission

Case Number: CACE-19-012828 Division: 12 Filing # 91197270 E-Filed 06/17/2019 01:12:44 PM

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: ____

PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC., a Florida not-for-profit corporation,

Plaintiff,

v.

SDMS REAL ESTATE LLC AND UNKNOWN TENANT,

Defendant(s).

NOTICE OF LIS PENDENS

TO:

Defendant(s), SDMS REAL ESTATE LLC AND UNKNOWN TENANT, AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED OF THE FOLLOWING:

(a) The Plaintiff has instituted this action against you seeking to foreclose a Claim of Lien with

respect to the property described below;

(b) The Plaintiff in this action is:

(1) Pine Island Ridge Condominium F Association, Inc.

(c) The date of the institution of this action is $\underline{10}$ day of June, 2019 and the case number of the

action is as shown in the caption.

(d) The property that is the subject matter of this action is in Broward, County, Florida and is

described as follows:

Condominium Unit No. 307, of LIVE OAK CONDOMINIUM FIVE OF PINE ISLAND RIDGE "F", according to the Declaration of Condominium thereof, as recorded in Official Records Book 5605, Page 348 in the Public Records of Broward County, Florida and all amendments thereto legal

DATED this (¹) day of June, 2019.

KAYE BENDER REMBAUM, P.L. 1200 Park Central Boulevard South Pompano Beach, Florida 33064 (954) 928-0680 Primary: <u>Efilings@KBRLegal.com</u> Secondary: ATulloch@KBRLegal.com

By:

Ashley R. Tulloch, Esquire Florida Bar Number: 107102

KAYE BENDER REMBAUM, P.L • 1200 PARK CENTRAL BOULEVARD SOUTH • POMPANO BEACH, FLORIDA 33064 TELEPHONE (954) 928-0680

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INSTR # 99212336 OR BK 29401 PG 1745 RECORDED 04/24/99 11:21 AM COUNTY RECORDS DIVISION BRUWARD COUNTY DEPUTY CLERK 1037

CORPORATION MORTGAGE CANCELLATION

Loan # 548218-7 PIF 11/98 STATE OF FLORIDA

BROWARD COUNTY OF

 \overline{c} PREPARED BY JENNY MÀ

WHEN RECORDED RETURN TO: STAR BANK MORTGAGE 4801 FREDERICA ST., P O BOX 20005 OWENSBORO, KY 42304-0005

MICHADI NDIDD AN ONMAN			
to GREATER MIAMI FEDERAL	SAVINGS AND LO	AN ASSOCATION C	F MIAMI
for \$ 14,000.00	on the 19 day		A.D., 19 <u>78</u>
and recorded in Official Record Book	No. 7527		of the records of
BROWARD County, Florida do	es hereby acknowledg	e that the said indebte	dness has been paid and does
hereby cancel the said mortgage.			

ATTORNEY IN FACT FOR FEDERAL HOME LOAN MORTRGAE CORP.

STAR BANK N.A., SUCCESSOR BY MERGER TO

Notary Public:

8000

STATE OF KENTUCKY COUNTY OF DAVIESS

99 19

GREAT FINANCIAL BANK FSB BY: CHARLOTTE SPEER/VICE PRESIDENT [ø BY: CHARLENE RAY/VICE PRESIDENT FEBRUARY 17 The foregoing instrument was acknowledged before me this day of by CHARLOTTE SPEER & CHARLENE RAY as the officers of STAR BANK N.A., a

ARY ANN TANNER

0 n B

My Commission Expires: 6/7/99

corporation, on behalf of the corporation.

AFTER RECORDING - RETURN TO

PERMIT NUMBER

NOTICE OF COMMENCEMENT

The undersigned hereby given notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statues the following information is provided in the Notice of Commencement

1 DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO : 5041 17 01 0010

	BLOCK	TRACT	LOT	BLDG	UNIT
LIVE OAK PLACE, DAVIE FL 33324					
2. GENERAL DESCRIPTION OF IMPROVEMENT: Flat re-roof of pool bathroom cabana					
3 OWNER INFORMATION a Name PINE ISLAND	RIDGE CONDO F	ASSN	····		
b Address 9400 PINE RIDGE DR DAVIE FL 33324			c Interest m	property	
 d Name and address of fee simple titleholder (if other than O 4 CONTRACTOR'S NAME, ADDRESS AND PHONE I 					
PERFECT CHOICE ROOFING, INC	911 NW 209 AVE	NUE #104 PEMBRO	KE PINES, FL	54-706-1500	
5 SURETY'S NAME, ADDRESS AND PHONE NUMB	ER AND BOND AN	MOUNT:			
6 LENDER'S NAME, ADDRESS AND PHONE NUMB	ER:				
7 Persons within the State of Florida designated Section 713 13 (1) (a) 7, Florida Statutes NAME, ADDRESS AND PHONE NUMBER:	by Owner upon	whom notices or	other documents	may be serve	d as provided by
8 In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713 13 (1) (b), Florida Statutes NAME, ADDRESS AND PHONE NUMBER:					
9 Expiration date of notice of commencement (the specified), 20	he expiration da	te is 1 year from th	ne date of record	ling unless a d	ifferent date is

WARNING TO OWNER ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713 13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT

Signature of Owner or

WA HAMICTON TREASURER Print Name and Provide Signatory's Title/Office

Owner's Authorized Officer/Director/Partner/Manager

State of Florida Co

County of Broward	
The foregoing instrument was acknowledged before me this 16 day of September, 20 19	ANDR .
By William Harn, How as TREASURER	
For <u>PINE Share</u> (name of person) (name of party on behalf of whom instrument was executed) Personally known or produced the following type of identification	
(Signature of Notary Public)	7,1,

315617 đ,

Under Penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92 525, Florida Statutes)

	1.	Signature(s) of Owner(s) or Owner(s)' Authorized	Officer/ Director / Partner/Manager who signed above
By	Wi	ALIA	By

Rev 08-09-07 (S Recording)

INSTR # 113528350 Page 1 of 1, Recorded 02/22/2016 at 01:32 PM Broward County Commission, Doc. D \$0.70 Deputy Clerk 3505

> Prepared by and return to: Endless Investments, LLC 4491 Stirling Rd. # 203 Davie, FL 33312

> > [Space Above This Line For Recording Data]____

Quit Claim Deed

This Quit Claim Deed made this 28th day of April, 2015 between Endless Investments, LLC, a Florida limited liability whose post office address is 4491 Stirling Road, Suite 203, Davie Florida 33312, grantors, and SDMS Real Estate LLC, whose post office address is ______, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Broward County**, **Florida** to-wit:

Apartment No. 307, LIVE OAK CONDOMINIUM FIVE OF PINE ISLAND RIDGE F, according to the Declaration of Condominium thereof, as recorded in O.R. Book 5605, Page 348, and the Survey, Plot Plan and Graphic Description of Improvements, recorded in Condominium Book 7, at Page 44, all of the Public Records of Broward County, Florida.

A/K/A 9430 Live Oak Place #307, Davie, FL 32806

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever. In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

A	B۱
Witness Name: part of morel pla have	-,
Witness Name: Tal Aberget	

By: ______ Ori Darmon, Manager

STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of April, 2015, by Ori Darmon, Manager of Endless Investments, LLC who are personally known to me or have produced ______ as identification.

Notacy Seall Notary Public



ERICA C. DARNA MY COMMISSION # FF 219830 EXPIRES: April 13, 2019 Bonded Thru Budget Notary Services

Printed Name: _____ My Commission Expires: INSTR # 112440414, OR BK 50976 PG 1036, Page 1 of 1, Recorded 07/31/2014 at 08:40 AM, Broward County Commission, Doc. D: \$70.00 Deputy Clerk 5070

This Document Prepared By: Probate Properties, LLC 4491 Stirling Rd Suite 201 Davie, FL 33312

l

Parcel ID Number: 5041-17-CJ-0240

Quitclaim Deed

This Quitclaim Deed,		Made this 1st	day of	July ,	July , 2014		Between	
Heart Realty,	Inc., a Florid	la corporation						
of the County of	Broward	State of	Florida	,	grantors, and			
Endless Invest	tments, LLC	, a Florida lim	ited liability	compan	у			
whose address is: 4	491 Stirling	Road, Suite 20	3, Davie Flo	orida 333	12			
of the County of	Broward	State	f Flo	rida	grantees			

Witnesseth that the GRANTORS, for and in consideration of the sum of ------TEN DOLLARS (\$10)------ DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, have granted, bargained and quitclaimed to the said GRANTEES and GRANTEES heirs, successors and assigns forver, the following described land, situate, lying and being in the County of **Broward** State of **Florida** to wit:

Apartment No. 307, LIVE OAK CONDOMINIUM FIVE OF PINE ISLAND RIDGE F, according to the Declaration of Condominium thereof, as recorded in O.R. Book 5605, Page 348, and the Survey, Plot Plan and Graphic Description of Improvements, recorded in Condominium Book 7, at Page 44, all of the Public Records of Broward County, Florida.

A/K/A 9430 Live Oak Place #307, Davie, FL 32806

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantees forever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in our presence:

Balmalhar Printed Name: SODALI TALWALKAR Witness

16

(Seal)

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Ъy

Hila Kipnis, President P.O. Address: 4491 Stirling Rd. # 203, Davie, FL 33312

STATE OF Florida COUNTY OF BYDWAYD

Printed Name: Witness

The foregoing instrument was acknowledged before me this

Hila Kipnis, President of Heart Realty, Inc., a Florida corporation

who are personally known to me or who have produced their Florida driver's license as identification.

Notary Public Carnun Asie

day of July , 2014

My Commission Expires: 7/5/14

ASI SHARON DARMAN MY COMMISSION #FF016055 EXPIRES July 1, 2017 FlorideNotaryService.com INSTR # 111842094, OR BK 50217 PG 1534, Page 1 of 1, Recorded 10/01/2013 at 12:25 PM, Broward County Commission, Doc. D: \$0.70 Deputy Clerk 1026

PREPARED BY AND RETURN TO: FRANK J. PYLE TRUSTS & FLORIDA PROBATE ATTORNEY 401 West Colonial Drive, Suite 4 Orlando, Florida 32804-6855 (407) 872-1965

PROPERTY APPRAISER'S PARCEL IDENTIFICATION NO.: 5041 17 CJ 0240

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made between JOHN NEILL, of Falls Church, Virginia, Grantor, and HEART REALTY, INC., Grantee, whose post office address is 3400 N. Hills Drive, Hollywood, FL 33021. Where used herein the terms Grantor and Grantee shall be construed as singular or plural as the context requires.

THE Grantor, in consideration of good and valuable consideration, to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to said Grantee and Grantee's successors and assigns forever Grantor's interest in the following described land situated in Broward County, Florida, to wit:

Apartment 307, LIVE OAK CONDOMINIUM FIVE OF PINE ISLAND RIDGE F, according to the Declaration of Condominium thereof as recorded in O.R. Book 5605, page 348, and the Survey, Plot Plan and Graphic Description of Improvements recorded in Condominium Book 7, page 44, all of the Public Records of Broward County, Florida,

To Have and to Hold, the same in fee simple forever. The above-described property is not the homestead of the undersigned, who resides with his family at the address below.

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes, and all mortgages of record.

Executed this <u>day of</u> _____, 2013.

Signed, sealed and delivered in the presence of:

Jan Du Play SIGNATURE OF WITNESS

JAN DJPLAIN Printed Name of Witness

SIGNATURE OF WITNESS

JULIANNE ABERNATHY **Printed Name of Witness**

neil **AOH**

JOHN NEILL 7112 Oakridge Road Falls Church, Virginia 22042

STATE OF VIRGINIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN NEILL, who is personally known to me or who has produced a Virginia DL/ID as identification, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid on July 5th, 2013.

My Commission Expires Dec 31, 2014 My Commission Expires: $(2\cdot 3)\cdot 2019$	MEVA ROBIN ANDRIANIFAHANANA Notary Public Commonwealth of Virginia 7307395 My Commission Expires Dec 31, 2014	NOTARY PUBLIC SIGNATURE My Commission Expires: 12.31.2014
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INSTR # 111821259, OR BK 50190 PG 611, Page 1 of 3, Recorded 09/20/2013 at 02:29 PM, Broward County Commission, Deputy Clerk ERECORD

**** FILED: BROWARD COUNTY, FL Howard C. Forman, CLERK 9/18/2013 3:13:53 PM.****

PPOBATE 13 SEP 18 PH 2: 46 FILED FORMECOURT FILED FORMECOURT

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA

IN RE: ESTATE OF

MICHAEL NEILL,

Deceased

PROBATE DIVISION FILE NO.: <u>PR-C-13-</u>3517

ORDER DETERMINING HOMESTEAD STATUS

On the Petition of JOHN NEILL for an order determining the status of the decedent's homestead, the Court finds:

FINDINGS OF FACT

1. All interested persons have been served proper notice of this proceeding, waived notice thereof, or consented in advance to the Court's determination. Notice To Creditors was not required as the decedent died over two years ago.

- 2. The decedent died on
- 3. At the time of death, the decedent owned and resided on property which meets

the size and contiguity requirements stated in Article X, Section 4, of the Florida Constitution.

That property is legally described as:

Apartment 307, LIVE OAK CONDOMINIUM FIVE OF PINE ISLAND RIDGE F, according to the Declaration of Condominium thereof as recorded in O.R. Book 5605, page 348, and the Survey, Plot Plan and Graphic Description of Improvements recorded in Condominium Book 7, page 44, all of the Public Records of Broward County, Florida (Tax Parcel No. 5041 17 CJ 0240), a/k/a 9430 Live Oak Place, #307, Davie, Florida, together with improvements described as: single family residence (referred to subsequently in this order as "the Property").

4. The decedent was not survived by a minor child.

5. The decedent was not survived by a spouse.

6. The decedent was survived by the following person who is heir at law as defined

in F.S. 732.102-732.108:

Name & Address	<u>Relationship</u>	Age/Minor' Birth Date
John Neill	brother	adult
7112 Oakridge Road		
Falls Church, Virginia 22042	,	

7. The decedent died intestate.

CONCLUSIONS OF LAW

Based upon the foregoing, in applying the law to the facts, the Court concludes:

1. The Property constituted the protected homestead of the decedent.

2. The Property was subject to devise and descended as provided in F.S. 732.401

as follows: to JOHN NEILL, passing to him at the decedent's death.

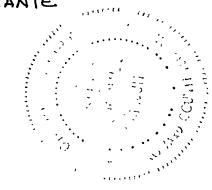
3. The decedent's exemption from creditors' claims has inured under Article X, Section 4(b), of the Florida Constitution to a person who is the heir of the decedent, the Property is not subject to the claims of creditors of this estate, and the personal representative of the estate is not entitled to possession of the Property. IT IS HEREBY ORDERED AND ADJUDGED that the Property as described above was the decedent's homestead, that title to the Property passed, and the creditors' rights as to such Property are, as provided above under CONCLUSIONS OF LAW.

DONE AND ORDERED this $\frac{1}{2}$ day of $\frac{2}{2}$, 2013, in

Chambers at Fort Lauderdale, Broward County, Florida.

CIRCUIT JUDGE

JOHN FRUSCIANTE



WARNING

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

S LEMON 9430 LIVE OAK PLACE #307 DAVIE, FL 333324

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 9430 LIVE OAK PL #307, DAVIE, FL 33324 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY OTHER PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED FOR SALE. <u>IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN</u> THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.

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

AMOUNTS SHOWN BELOW ARE <u>ESTIMATED</u> AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE <u>PRIOR TO</u> SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

MAKE CASHIER'S CHECK OR MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Estimated Amount due if paid by July 31, 2020\$7,366.32

Or

* Estimated Amount due if paid by August 18, 2020\$7,465.94

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>August 19, 2020</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

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SADONIA LEMON AND ZEPHANIA LEMON 764 QUAKER LANE WEST HARTFORD, CT 06110

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 9430 LIVE OAK PL #307, DAVIE, FL 33324 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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SDMS REAL ESTATE LLC 2875 NE 191 STREET STE 601 AVENTURA, FL 33180

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PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. 4300 N. UNIVERSITY DRIVE #A106 LAUDERHILL, FL 33351

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 9430 LIVE OAK PL #307, DAVIE, FL 33324 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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PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC ASHLEY R. TULLOCH, ESQUIRE KAYE BENDER REMBAUM, P.L. 1200 PARK CENTRAL BOULEVARD SOUTH POMPANO BEACH, FL 33064

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 9430 LIVE OAK PL #307, DAVIE, FL 33324 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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PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. C/O BOARD OF DIRECTORS/MILLET MASIS 9420 LIVE OAK PLACE DAVIE, FL 33324

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 9430 LIVE OAK PL #307, DAVIE, FL 33324 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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ARTHUR SMITH, REGISTERED AGENT O/B/O PINE ISLAND RIDGE COUNTRY CLUB, INC. 9400 PINE RIDGE DR DAVIE, FL 33324

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 9430 LIVE OAK PL #307, DAVIE, FL 33324 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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MAKE CASHIER'S CHECK OR

MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

* Estimated Amount due if paid by July 31, 2020\$7,366.32

Or

* Estimated Amount due if paid by August 18, 2020\$7,465.94

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WARNING

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KAYE BENDER REMBAUM, PL, REGISTERED AGENT O/B/O PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. 1200 PARK CENTRAL BLVD SOUTH POMPANO BEACH, FL 33064

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PERFECT CHOICE ROOFING, INC. 911 NW 209 AVENUE #104 PEMBROKE PINES, FL

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PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC. 9420 LIVE OAK PLACE DAVIE, FL 33324

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BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION

DATE: July 1st, 2020 PROPERTY ID # 504117-CJ-0240 (TD # 45134)

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SHLOMO SITBON, REGISTERED AGENT O/B/O SDMS REAL ESTATE LLC 2875 NE 191 STREET STE 601 AVENTURA, FL 33180

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CONTINENTAL CONNECTIONS USA LLC 6100 HOLLYWOOD BLVD STE 504 HOLLYWOOD, FL 33024-7948

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PINE ISLAND RIDGE CONDOMINIUM F ASSOCIATION, INC % STEVEN B. KATZ, ESQ. 4300 N. UNIVERSITY DRIVE, #A-106 LAUDERHILL, FL 33351

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SDMS REAL ESTATE LLC 1000 S STATE RD 7 PLANTATION, FL 33317

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SDMS REAL ESTATE LLC 9430 LIVE OAK PL #307 DAVIE, FL 33324

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SDMS REAL ESTATE LLC 6850 ROYAL PALM BLVD #201G MARGATE, FL 33063

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SHLOMO NIZAHON, ESQ. ATTORNEY FOR SDMS REAL ESTATE, LLC 4577 N. NOBHILL RD., SUITE 209 SUNRISE, FL 33351

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TOWN OF DAVIE 6581 ORANGE DR DAVIE, FL 33314

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UNKNOWN TENANT 9430 LIVE OAK PL #307F DAVIE, FL 33324

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Or

* Estimated Amount due if paid by August 18, 2020\$7,465.94

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON <u>August 19, 2020</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

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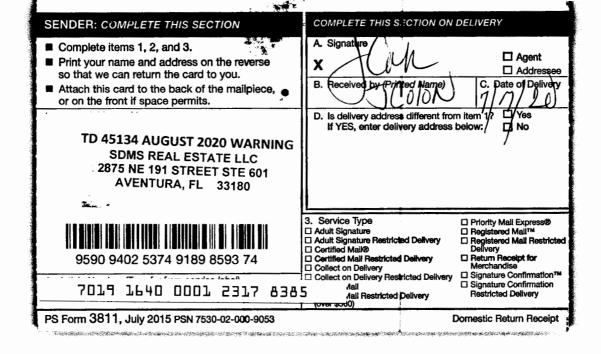
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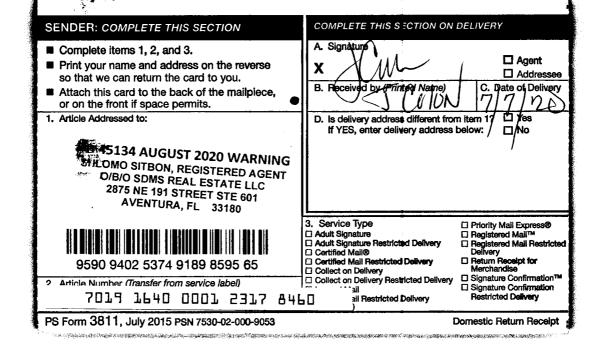
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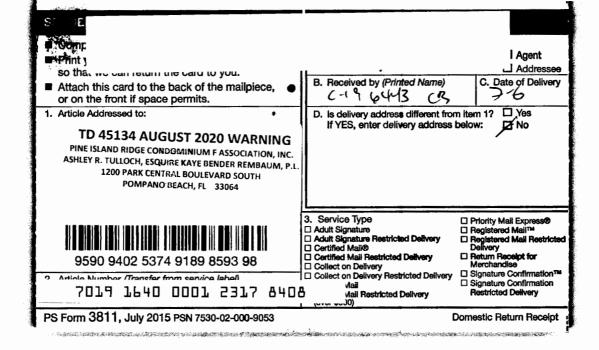




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