

# **TitleExpress<sup>®</sup>**

**A service of Grant Street Group**

**339 SIXTH AVENUE, SUITE 1400  
PITTSBURGH, PA 15222**

**Phone: (412) 391-5555 Fax: (412) 391-7608**

**E-mail: [TitleExpress@grantstreet.com](mailto:TitleExpress@grantstreet.com)**

**[www.GrantStreet.com](http://www.GrantStreet.com)**

## UPDATE REPORT

**UPDATE ORDER DATE:** 01/05/2021

**REPORT EFFECTIVE DATE: PREVIOUS SEARCH UP TO** 01/04/2021

**CERTIFICATE #** 2017-1671

**ACCOUNT #** 484202DG0780

**ALTERNATE KEY #** 77906

**TAX DEED APPLICATION #** 46619

**COUNTY, STATE:** BROWARD, FL

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

### **LEGAL DESCRIPTION:**

Condominium Parcel No. 4006, of DURHAM A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book 6072, at Page 451 through 550, inclusive, of the Public Records of Broward County, Florida, together with an undivided share in the common elements appurtenant thereto.

**PROPERTY ADDRESS:** 4006 DURHAM A, DEERFIELD BEACH FL 33442

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

SHIRLEY E DOWLING EST

4006 DURHAM A

DEERFIELD BEACH, FL 33442 (Matches Property Appraiser records.)

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

ESTATE OF SHIRLEY E DOWLING, DECEASED

4006 DURHAM A

DEERFIELD BEACH, FL 33442 (Per Deed)

(Property Appraiser indicates Shirley E Dowling is deceased. No Death Certificate or Probate documents found in the Official Records of Broward County.)

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

### **MORTGAGE HOLDER OF RECORD:**

No new documents found

### **LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:**

No new documents found

**UPDATE REPORT – CONTINUED**

**PARCEL IDENTIFICATION NUMBER:** 4842 02 DG 0780

**CURRENT ASSESSED VALUE:** \$42,040

**HOMESTEAD EXEMPTION:** No

**MOBILE HOME ON PROPERTY:** No

**OUTSTANDING CERTIFICATES:** N/A

**OPEN BANKRUPTCY FILINGS FOUND?** No

**OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED:**

No new documents found

\*\* Update search found no new recorded documents. Assessed value has been updated to reflect 2020 certified tax year.

**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.**

**Wendy Carter**

Title Examiner



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## PROPERTY INFORMATION REPORT

**ORDER DATE:** 10/21/2020

**REPORT EFFECTIVE DATE: 20 YEARS UP TO** 10/19/2020

**CERTIFICATE #** 2017-1671

**ACCOUNT #** 484202DG0780

**ALTERNATE KEY #** 77906

**TAX DEED APPLICATION #** 46619

**COUNTY, STATE:** BROWARD, FL

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

### LEGAL DESCRIPTION:

Condominium Parcel No. 4006, of DURHAM A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book 6072, at Page 451 through 550, inclusive, of the Public Records of Broward County, Florida, together with an undivided share in the common elements appurtenant thereto.

**PROPERTY ADDRESS:** 4006 DURHAM A, DEERFIELD BEACH FL 33442

### OWNER OF RECORD ON CURRENT TAX ROLL:

SHIRLEY E DOWLING EST

4006 DURHAM A

DEERFIELD BEACH, FL 33442 (Matches Property Appraiser records.)

### APPARENT TITLE HOLDER & ADDRESS OF RECORD:

ESTATE OF SHIRLEY E DOWLING, DECEASED OR: 36478, Page: 149

4006 DURHAM A

DEERFIELD BEACH, FL 33442 (Per Deed)

(Property Appraiser indicates Shirley E Dowling is deceased. No Death Certificate or Probate documents found in the Official Records of Broward County.)

### MORTGAGE HOLDER OF RECORD:

SPRINGCASTLE CREDIT FUNDING TRUST,

Instrument: 113344675

THROUGH ITS TRUSTEE WILMINGTON TRUST,

NATIONAL ASSOCIATION

601 N.W. SECOND STREET

EVANSVILLE, IN 47708 (Per Assignment of Mortgage. No Sunbiz record found.)

### LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

FIG FL18 LLC

FCM AS CUSTODIAN FOR FIG FL18 LLC AND SECURED PARTY

PO BOX 54418

NEW ORLEANS, LA 70154-4418 (Tax Deed Applicant)

COLONIAL BANK  
5830 142 AVENUE  
CLEARWATER, FL 33760

OR: 45588, Page: 219

(Per Collateral Assignment of Right to Collect Assessment and Assignment of Lien Rights.)

TRUIST BANK  
C/O KATRINA D RAMEY  
200 WEST SECOND STREET  
3RD FLOOR  
WINSTON-SALEM, NC 27101 (Per Sunbiz)

C T CORPORATION SYSTEM, REGISTERED AGENT  
O/B/O TRUIST BANK  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324 (Per Sunbiz)

(Colonial Bank acquired by Branch Banking and Trust Company n/k/a Truist Bank)

CVE MASTER MANAGEMENT COMPANY, INC. Instrument: 116327748  
3501 WEST DRIVE  
DEERFIELD BEACH, FL 33442-2085 (Per Lien and Sunbiz)

CVE MASTER MANAGEMENT COMPANY, INC. Instrument: 116534924  
BRIAN M. ABELOW  
BENSON, MUCCI & WEISS, P.L.  
5561 NORTH UNIVERSITY DRIVE  
SUITE 102  
CORAL SPRINGS, FL 33067 (Per Lis Pendens)

CVE MASTER MANAGEMENT CO INC Instrument: 116614775  
JEROME R SCHECHTER, ESQ.  
(Per Order Appointing Attorney Ad Litem for the defendant. No address found on document.)

BENSON MUCCI & WEISS PL, REGISTERED AGENT  
O/B/O CVE MASTER MANAGEMENT COMPANY, INC.  
5561 NORTH UNIVERSITY DRIVE  
102  
CORAL SPRINGS, FL 33067 (Per Sunbiz. Declaration recorded in 6702-451.)

SEACREST SERVICES, INC., REGISTERED AGENT  
O/B/O DURHAM "A" CONDOMINIUM ASSOCIATION, INC.  
2015 DURHAM A  
DEERFIELD BEACH, FL 33442 (Per Sunbiz. Declaration recorded in 6072-451.)

MARK F LEVY, REGISTERED AGENT  
O/B/O CEN-DEER COMMUNITIES, INC.  
1601 FORUM PLACE, SUITE 500  
WEST PALM BEACH, FL 33401 (Per Sunbiz. Master Management Agreement in 6702-544.)

CENCLUB HOMEOWNERS ASSOCIATION, INC.  
C/O CENTURY VILLAGE EAST CLUBHOUSE  
2400 CENTURY BLVD.  
DEERFIELD BEACH, FL 33442 (Per Deed in 116264494)



CENCLUB RECREATION MANAGEMENT, INC.  
C/O CENTURY VILLAGE EAST CLUBHOUSE  
ATTN: RITA PICKAR  
2400 CENTURY BLVD.  
DEERFIELD BEACH, FL 33442

(Per Sunbiz. Declaration recorded in 6521-151 and Amendment to change name in 116309725.)

BECKER & POLIAKOFF, P.A.  
ALLEN M. LEVINE, ESKQUIRE, REGISTERED AGENT  
O/B/O CENCLUB RECREATION MANAGEMENT, INC.  
1 EAST BROWARD BLVD. #1800  
FORT LAUDERDALE, FL 33301

(Per Sunbiz. Name of registered agent contains an error, Eskquire should be Esquire.)

(CVRF Deerfield Limited held the Lease pursuant to 9987-460, however, Agreement 30732-990 references an Option to Purchase which could not take effect before 12/31/2019. The Option to Purchase has been enforced and the interest of CVRF Deerfield Limited have been conveyed to Cen-Club Home Owners Association n/k/a Cenclub Recreation Management, Inc.)

**PROPERTY INFORMATION REPORT – CONTINUED**

**PARCEL IDENTIFICATION NUMBER:** 4842 02 DG 0780

**CURRENT ASSESSED VALUE:** \$43,120

**HOMESTEAD EXEMPTION:** No

**MOBILE HOME ON PROPERTY:** No

**OUTSTANDING CERTIFICATES:** N/A

**OPEN BANKRUPTCY FILINGS FOUND?** No

**OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED:**

Warranty Deed	OR: 6135, Page: 944
Long Term Lease	OR: 6702, Page: 487
Master Management Agreement	OR: 6702, Page: 544
Agreement as to Option Exercise Date	OR: 30732, Page: 990
Warranty Deed (Best image available)	OR: 32655, Page: 1913
Corrective Warranty Deed (Corrects Deed in 32655-1913.)	OR: 36478, Page: 521
Mortgage	OR: 43877, Page: 425
Certificate of Amendment	Instrument: 116231024
Warranty Deed	Instrument: 116264494
Assignment and Assumptions of Leases	Instrument: 116361033
Notice of Insufficiency of Deed	Instrument: 116399535

**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.**

**Wendy Carter**

Title Examiner



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

CERTIFICATE OF MAILING NOTICES

Tax Deed #46619

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 April 2021, 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:

ESTATE OF SHIRLEY E DOWLING, DECEASED 4006 DURHAM A DEERFIELD BEACH, FL 33442	SPRINGCASTLE CREDIT FUNDING TRUST, THROUGH ITS TRUSTEE WILMINGTON TRUST, NATIONAL ASSOCIATION 601 N.W. SECOND STREET EVANSVILLE, IN 47708	COLONIAL BANK 5830 142 AVENUE CLEARWATER, FL 33760	CVE MASTER MANAGEMENT COMPANY, INC. 3501 WEST DRIVE DEERFIELD BEACH, FL 33442- 2085
CVE MASTER MANAGEMENT COMPANY, INC. BRIAN M. ABELOW BENSON, MUCCI & WEISS, P.L. 5561 NORTH UNIVERSITY DRIVE SUITE 102 CORAL SPRINGS, FL 33067	TRUIST BANK C/O KATRINA D RAMEY 200 WEST SECOND STREET 3RD FLOOR WINSTON-SALEM, NC 27101	BECKER & POLIAKOFF, P.A. ALLEN M. LEVINE, ESQUIRE, REGISTERED AGENT O/B/O CENCLUB RECREATION MANAGEMENT, INC. 1 EAST BROWARD BLVD. #1800 FORT LAUDERDALE, FL 33301	BENSON MUCCI & WEISS PL, REGISTERED AGENT O/B/O CVE MASTER MANAGEMENT COMPANY, INC. 5561 NORTH UNIVERSITY DRIVE 102 CORAL SPRINGS, FL 33067
C T CORPORATION SYSTEM, REGISTERED AGENT O/B/O TRUIST BANK 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324	CENCLUB HOMEOWNERS ASSOCIATION, INC. C/O CENTURY VILLAGE EAST CLUBHOUSE 2400 CENTURY BLVD. DEERFIELD BEACH, FL 33442	CENCLUB RECREATION MANAGEMENT, INC. C/O CENTURY VILLAGE EAST CLUBHOUSE ATTN: RITA PICKAR 2400 CENTURY BLVD. DEERFIELD BEACH, FL 33442	CVE MASTER MANAGEMENT CO INC JEROME R SCHECHTER, ESQ. 1995 E. OAKLAND PARK BLVD #210 FORT LAUDERDALE, FL 33306
MARK F LEVY, REGISTERED AGENT O/B/O CEN-DEER COMMUNITIES, INC. 1601 FORUM PLACE, SUITE 500 WEST PALM BEACH, FL 33401	SEACREST SERVICES, INC., REGISTERED AGENT O/B/O DURHAM "A" CONDOMINIUM ASSOCIATION, INC. 2015 DURHAM A DEERFIELD BEACH, FL 33442	ALBERT R. DOWLING 5265 BRIDGE RD COCOA, FL 32927-9018	CEN-DEER COMMUNITIES INC 1601 FORUM PL SUITE 500 WEST PALM BEACH, FL 33401
CITY OF DEERFIELD BEACH 150 NE 2ND AVE DEERFIELD BEACH, FL 33441- 3506	DURHAM "A" CONDOMINIUM ASSOCIATION, INC 1016 DURHAM A DEERFIELD BEACH, FL 33442	DURHAM "A" CONDOMINIUM ASSOCIATION, INC 2015 DURHAM A DEERFIELD BEACH, FL 33442	JENNIFER L. HAYES 12 WELLFLEET DR NORFOLK, MA 02056-1810
JOHN JAMES DOWLING JR 4940 E SABAL PALM BLVD APT 307 TAMARAC, FL 33319-2623	KEVIN M. DOWLING PO BOX 952 HINSDALE, MA 01235-0952	LORI S. UNDERWOOD 4006 DURHAM A DEERFIELD BEACH, FL 33442- 2585	MICHAEL BOUTZOUKAS, ESQ. BECKER & POLIAKROFF, P.A. 1511 N. WESTSHORE BLVD., STE. 1000 TAMPA, FL 33607
SEAN M. DOWLING 12 WELLFLEET DR NORFOLK, MA 02056-1810	SHIRLEY E. DOWLING EST 4006 DURHAM A DEERFIELD BEACH, FL 33442	SHIRLEY R. DOWLING 5265 BRIDGE RD COCOA, FL 32927-9018	TRUST BANK 214 NORTH TRYON ST CHARLOTTE, NC 28202

**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 April 2021 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

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

By \_\_\_\_\_  
Deputy **Juliette M. Aikman**

# Broward County, Florida

INSTR # 117036179  
Recorded 02/04/21 at 02:45 PM  
Broward County Commission  
1 Page(s)  
#14

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

### NOTICE OF APPLICATION FOR TAX DEED NUMBER 46619

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: 484202-DG-0780  
Certificate Number: 1671  
Date of Issuance: 05/24/2018  
Certificate Holder: FIG FL18 LLCFCM AS CUSTODIAN FOR FIG FL18 LLC AND SECURED PARTY  
Description of Property: DURHAM A CONDO  
UNIT 4006  
PER CDO BK/PG: 6072/451

Name in which assessed: DOWLING SHIRLEY E EST  
Legal Titleholders: DOWLING SHIRLEY E EST  
4006 DURHAM A  
DEERFIELD BEACH, FL 33442

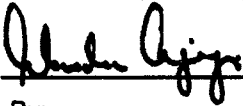
All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 19th day of May, 2021. 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:

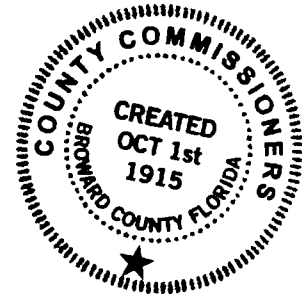
broward.deedauktion.net  
*\*Pre-registration is required to bid.*

Dated this 1st day of February, 2021.

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: 04/15/2021, 04/22/2021, 04/29/2021 & 05/06/2021  
Minimum Bid: 5676.36

# Broward County, Florida

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

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Certificate Holder: FIG FL18 LLC FCM AS CUSTODIAN FOR FIG FL18 LLC AND SECURED PARTY  
Description of Property: DURHAM A CONDO  
UNIT 4006  
PER CDO BK/PG: 6072/451  
CONDOMINIUM PARCEL NO. 4006, OF DURHAM A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 6072, AT PAGE 451 THROUGH 550, INCLUSIVE OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED SHARE IN THE COMMON ELEMENTS APPURTENANT THERETO.  
Name in which assessed: DOWLING SHIRLEY E EST  
Legal Titleholders: DOWLING SHIRLEY E EST  
4006 DURHAM A  
DEERFIELD BEACH, FL 33442

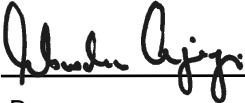
All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 19th day of May, 2021. 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 5th day of February, 2021.

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: 04/15/2021, 04/22/2021, 04/29/2021 & 05/06/2021  
Minimum Bid: 6132.36

**BROWARD DAILY BUSINESS REVIEW**

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

**STATE OF FLORIDA COUNTY  
OF BROWARD:**

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

46619  
NOTICE OF APPLICATION FOR TAX DEED  
CERTIFICATE NUMBER: 1671

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

04/15/2021 04/22/2021 04/29/2021 05/06/2021

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

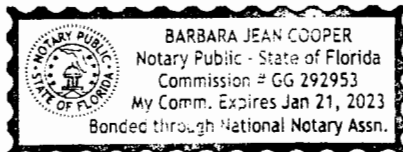
*Scherrie A Thomas*

Sworn to and subscribed before me this  
6 day of MAY, A.D. 2021

*Barbara Jean Cooper*

(SEAL)

SCHERRIE A. THOMAS personally known to me



**Broward County, Florida  
RECORDS, TAXES & TREASURY  
DIVISION/TAX DEED SECTION  
NOTICE OF APPLICATION FOR  
TAX DEED NUMBER 46619**

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: 484202-DG-0780  
Certificate Number: 1671  
Date of Issuance: 05/24/2018  
Certificate Holder:  
FIG FL 18 LLC FCM AS CUS-  
TODIAN FOR FIG FL 18 LLC  
AND SECURED PARTY  
Description of Property:  
DURHAM A CONDO  
UNIT 4006  
PER COO BK/PG: 6072/451  
CONDOMINIUM PARCEL NO.

4006, OF DURHAM A CONDO-  
MINIUM, ACCORDING TO THE  
DECLARATION OF CONDO-  
MINIUM THEREOF, RECORDED  
IN OFFICIAL RECORDS BOOK  
6072, AT PAGE 451 THROUGH  
550, INCLUSIVE OF THE PUBLIC  
RECORDS OF BROWARD  
COUNTY, FLORIDA, TOGETHER  
WITH AN UNDIVIDED SHARE  
IN THE COMMON ELEMENTS  
APPURTENANT THERETO.

Name in which assessed:  
DOWLING SHIRLEY E EST  
Legal Titleholders:  
DOWLING SHIRLEY E EST  
4006 DURHAM A  
DEERFIELD BEACH, FL 33442

All of said property being in the County of Broward, State of Florida. Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 19th day of May, 2021. 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](http://broward.deedauction.net)

\*Pre-registration is required to bid.  
Dated this 5th day of February, 2021.

SEE ATTACHED



**BROWARD COUNTY SHERIFF'S OFFICE**

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 21012327

Broward County, FL VS Shirley E Dowling Est

**RETURN OF SERVICE**



Court Case # TD 46619

Hearing Date:05/19/2021

Received by CCN 15591

04/08/2021 6:31 AM

Type of Writ: Tax Sale - Broward

Court: County / Broward FL

Serve: Shirley E Dowling Est 4006 Durham A Deerfield Beach FL 33442

Served:

Not Served:

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

Date: 04/08/2021 Time: 8:40 AM

On Shirley E Dowling Est 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:

Other Returns: Other Returns

/

COMMENTS: Posted Tax Notice on front door of apartment.

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

**Gregory Tony, Sheriff  
Broward County, Florida**

By: *Holly Tuckish*

D.S.

H. Tuckish, #15591

RECEIPT INFORMATION		EXECUTION COSTS	DEMAND/LEVY INFORMATION	
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	1		Sheriff's Fees	\$0.00
Services	1		Sheriff's Cost	\$0.00
			Total Amount	\$0.00

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA  
RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION  
PROPERTY ID # 484202-DG-0780 (TD #46619)

# 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

## 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 April 30, 2021 .....\$4,918.67

Or

\* Amount due if paid by May 18, 2021 .....\$4,976.80

\*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 May 19, 2021 UNLESS THE BACK TAXES ARE PAID.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORD, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374 OR 5395

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

[www.broward.org/recordstaxestreasury](http://www.broward.org/recordstaxestreasury)

**PLEASE SERVE THIS ADDRESS OR LOCATION**

DOWLING SHIRLEY E EST  
4006 DURHAM A  
DEERFIELD BEACH, FL 33342

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



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## Detail by Entity Name

Florida Not For Profit Corporation  
DURHAM "A" CONDOMINIUM ASSOCIATION, INC.

### Filing Information

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### Principal Address

1016 DURHAM A  
DEERFIELD BEACH, FL 33442

Changed: 01/23/2018

### Mailing Address

2015 DURHAM A  
DEERFIELD BEACH, FL 33442

Changed: 04/30/2019

### Registered Agent Name & Address

SEACREST SERVICES, INC.  
2015 DURHAM A  
DEERFIELD BEACH, FL 33442

Name Changed: 04/30/2019

Address Changed: 04/30/2019

### Officer/Director Detail

#### **Name & Address**

Title Treasurer

MARTEL, FERNAND

1016 DURHAM A  
DEERFIELD BEACH, FL 33442

Title D

DESCHENES, GILLES  
3022 DURHAM A  
DEERFIELD BEACH, FL 33442

Title VP, Director

SHAPIRO, ROBERTA  
2021 DURHAM A  
DEERFIELD BEACH, FL 33442

Title Secretary, Director

DANNERHOJ, GRETA  
2020 DURHAM A  
DEERFIELD BEACH, FL 33442

Title President

ROCHON, FRANCE  
2015 DURHAM A  
DEERFIELD BEACH, FL 33442

### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	02/04/2019
2019	04/30/2019
2020	02/04/2020

### **Document Images**

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DURHAM "A" CONDOMINIUM ASSOC.

**LONG-TERM LEASE**

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

**WITNESSETH :**

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

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

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

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

1.3 "INITIAL LESSEE", or "INITIAL PURCHASER" means the first purchaser of each CONDOMINIUM PARCEL from the SPONSOR.

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

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

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

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

1.8 "MEMBERS OF THE ASSOCIATION" or "MEMBERS" shall mean all of the membership of the LESSEE ASSOCIATION who will be the owners of the CONDOMINIUM PARCELS in the CONDOMINIUM.

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

1.10 "CONDOMINIUM PROPERTY". The land and improvements encompassed by THE DECLARATION.

1.11 "ALL LESSEES" means all lessees who, regardless of membership in a particular CONDOMINIUM ASSOCIATION have or should have acquired a leasehold interest in the DEMISED PREMISES.

Prepared by:

ROBERT LEE SHAPIRO  
LEVY, PLUSCO, PERRY & REITER - SHAPIRO P.A.  
P.O. Box 1151  
Palm Beach, Fla. 33480

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EXHIBIT 2

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

## 2. DEMISE.

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

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

## 3. CONSTRUCTION OF IMPROVEMENTS BY LESSOR.

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

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

The provisions of this Paragraph do not require LESSOR to construct improvements to be added to, or add to, the DEMISED PREMISES. The right of LESSOR to add to the DEMISED PREMISES is conditioned upon no increase in basic rent monthly hereunder, because of said improvements, except such increases which shall be hereinafter specifically provided. Notwithstanding the foregoing, the LESSOR shall have the right to specify that certain Lessees shall not have the right to use said addi-

tional area and, in such event, said Lessees entitled to the use of the same shall bear the increased rent attributable thereto, if any. In the absence of specific designation, all Lessees shall have the right to use the additional facilities. Notwithstanding anything in the DECLARATION or this lease to the contrary, an amendment to the LONG-TERM LEASE in accordance with this Paragraph shall only require the signature of the LESSOR and need not be approved by the ASSOCIATION, UNIT OWNERS, LESSEES, LIENORS, MORTGAGEES or any other persons whomsoever, except those Lessees who are designated to use said additional facilities and pay the increased rent attributable thereto, if any. Said amendment shall, upon recording in the Public Records, be deemed to relate back as though said this LEASE had initially reflected the inclusion of the additional area.

4. TERM. The term and duration of this LEASE shall be for a period commencing as of the date hereof and continuing up to and including the 31st day of December, 2072, unless sooner terminated in accordance with the terms hereof.

5. RENT.

5.1 Reference is hereby made to EXHIBIT 1 of THE DECLARATION wherein the type of each CONDOMINIUM UNIT in this CONDOMINIUM is designated as being any one of 4 types, to wit: 1 Bedroom 1 Bath; 1 Bedroom 1½ Bath; 2 Bedroom 1½ Bath; and 2 Bedroom 2 Bath. The monthly rent shall be determined by multiplying the number of 1 Bedroom 1 Bath UNITS set forth therein by \$29.50 and by multiplying the number of 1 Bedroom 1½ Bath UNITS set forth therein by \$33.50 and by multiplying the number of 2 Bedroom 1½ Bath UNITS set forth therein by \$36.50 and by multiplying the number of 2 Bedroom 2 Bath UNITS set forth therein by \$38.00. The sums shall then be totalled and such total sum shall be and shall constitute the BASIC MONTHLY RENT due and payable in advance by the LESSEE to the LESSOR during each and every month of the term of this LEASE.

5.2 LESSEE shall, in addition to the sums called for above, pay all Florida Sales and like taxes, whether by law payable by a landlord or tenant, if applicable, to the LESSOR, who shall remit the same to the appropriate State Agency.

5.3 BASIC MONTHLY RENTAL due shall be adjusted based upon the cost of living for the month of December 1972 as reflected in the "Consumers Price Index", United States average — all items and food, published in the monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor. The adjustments shall be at one (1) year intervals, the first of which shall be five (5) years from the date of the recording of the DECLARATION OF CONDOMINIUM to which this LEASE is attached as an EXHIBIT, plus whatever period of time to the next ensuing January 1st or July 1st, whichever is earlier, and continuing yearly on January 1st or July 1st, whichever is applicable, thereafter for the term of this LEASE. Subject to the foregoing, the BASIC MONTHLY RENT shall be adjusted in the following manner to reflect increases and decreases in the cost of living as set forth in said Index, or if there be no such Index, then by the most nearly comparable successor to the Index, adjusted to the December 1972 base: The amount of the increased or decreased rental shall be determined by multiplication of the BASIC MONTHLY RENT provided for in Paragraph 5.1 by a fraction of which the numerator shall be the Index number for the October preceeding each January 1st, or the May preceeding each July 1st, whichever is applicable, and the denominator shall be the Index figure for December, 1972. The product of such multiplication shall be the amount of the monthly sums to be paid hereunder for the succeeding year until the next computation provided for hereunder shall be made. Any increase in the BASIC MONTHLY RENTAL so obtained shall be payable in addition to and with the BASIC MONTHLY RENTAL. Nothing in this paragraph shall, however, require or allow the rent to ever be reduced below the BASIC MONTHLY RENTAL as initially provided for in Paragraph 5.1 above, but that said BASIC MONTHLY RENTAL is, and shall be, for the term of this LEASE the minimum rental due monthly from LESSEE to LESSOR. If there is no Consumers Index or comparable successor thereto and the parties are unable to agree upon the use of a new Index, then the parties agree to submit the question of the proper increases or decreases contemplated herein to arbitrators selected in accordance with the arbitration laws of the State of Florida. The determination made by such arbitrators shall be binding upon the PARTIES HERETO. In the event of any controversy arising as to the proper adjustment for the monthly sum due as herein provided, the LESSEE shall continue to pay the monthly sum to the LESSOR as determined under the



last preceding adjustment until such time as the controversy has been concluded. At the conclusion of the controversy, the adjustment will be retroactive to the beginning of the adjustment period and the increased rental, if any, shall be forthwith due and payable. The failure of LESSOR to make this cost of living adjustment in any one or more years shall not be deemed a waiver of LESSOR's right, either prospectively or retroactively, to do so in any succeeding year(s) during the term of this Lease.

5.4 All increases in the BASIC MONTHLY RENTAL or ADDITIONAL RENT due in accordance with the terms of Paragraph 15 hereof shall be shared in the following manner: The number of INDIVIDUAL LESSEES who are members of the LESSEE ASSOCIATION shall be the numerator and the number of ALL LESSEES shall be the denominator; such fraction converted to a percentage shall be the percentage of the increase that the LESSEE ASSOCIATION and its members shall bear. Thereafter said increased amount shall be shared amongst the INDIVIDUAL LESSEES in accordance with the provisions of Paragraph 5.5.

5.5 All increases in the BASIC MONTHLY RENTAL or ADDITIONAL RENT due in accordance with the terms of this Lease, shall be shared by the INDIVIDUAL LESSEES in the following manner: After the total adjustment has been made and assessed to the LESSEE ASSOCIATION, each INDIVIDUAL LESSEE shall pay his proportionate share of such increase in the same percentage as the percentage of undivided interest of said UNIT in the COMMON ELEMENTS. (EXHIBIT 1 of THE DECLARATION)

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

5.7 The LESSOR may assess against a UNIT OWNER special assessments in such amounts as it, in its sole discretion, determines, for the use of the DEMISED PREMISES for guests and invitees of such UNIT OWNER and the same shall constitute rent due from the UNIT OWNER to the LESSOR, provided, however, that this Paragraph shall not be deemed to grant permission to an INDIVIDUAL LESSEE to so use the DEMISED PREMISES but the same shall not be so used, except as herein specified, without the prior written approval of LESSOR being first had and obtained.

5.8 All ADDITIONAL RENT and increases in the BASIC MONTHLY RENTAL due under this LEASE shall be effective on the date determined by the LESSOR and set forth in the notice thereof to the LESSEE ASSOCIATION and/or INDIVIDUAL LESSEES. The LESSOR may give notice to the INDIVIDUAL LESSEES or may require the LESSEE ASSOCIATION to give such notice. All such sums due shall be payable at the time and in the manner and amount provided in such notice. Failure to give notice shall not relieve the LESSEE from liability for such sums due. Said sums shall be due from the time when accrued, subject, however, to the other provisions of this Lease.

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

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

5.11 Should any INDIVIDUAL LESSEE fail to pay any sums when due, time being of the essence, then and in that event, all said payments that are in default shall bear interest at the highest rate of

interest then allowed to be charged to individuals in the State of Florida. Upon such default, after ten (10) days prior written notice thereof, the LESSOR may elect to accelerate the rent due from such INDIVIDUAL LESSEE for a total of up to twelve (12) months from the date that such rental payment first became delinquent.

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

5.13 All monies due under this LEASE shall be the joint and several obligation of the LESSEE ASSOCIATION and the INDIVIDUAL LESSEE(S). The sums due under this LEASE are COMMON EXPENSES of the CONDOMINIUM, except that the same shall be paid in the proportions herein specified. Notwithstanding the power of the Board of Directors of the ASSOCIATION or MANAGEMENT FIRM to determine assessments for COMMON EXPENSES, assessments and the method of sharing the same for monies due pursuant to this LEASE shall be as determined by the LESSOR and this LEASE.

5.14 The monthly rent shall begin to accrue on the date of the filing of THE DECLARATION, and shall thereafter be due and payable in advance, without notice or demand, on the first day of each month during the term of this LEASE. Should THE DECLARATION to which this LEASE is an Exhibit be recorded on other than the first day of a month, the first monthly rental installment shall be prorated as to the remaining number of days in said month, and shall be paid with the first regular payment. Notwithstanding anything to the contrary contained herein, no rent shall ever accrue as to any UNIT owned by the SPONSOR nor shall rent as to any UNIT accrue until the date of a deed of conveyance or grant of right of occupancy from the SPONSOR to any UNIT OWNER or OCCUPANT. Until all the UNITS in the LESSEE ASSOCIATION are closed, the ASSOCIATION shall be liable only for the rental payment for the number of UNITS closed times the corresponding rental one for said units.

5.15 Should the improvements described in Paragraph 3 of this LEASE be not substantially completed upon the date of the recording of THE DECLARATION, then and in that event, the BASIC RENTAL called for hereunder shall abate until such time as a Certificate of Occupancy therefor (partial, temporary or permanent) is issued by the City of Deerfield Beach, Florida, or upon the certification by an architect duly licensed to practice in the State of Florida that such improvements have been substantially completed. Substantially completed, as used herein, shall be deemed to mean when at least fifty (50%) per cent of the proposed floor space of the recreation building is capable of being used.

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

#### 6. USE OF DEMISED PREMISES.

6.1 During the term of this LEASE the DEMISED PREMISES shall be used and enjoyed by the LESSEE on a non-exclusive basis in common with other persons, entities, and corporations who may, but are not required to be other lessee associations and/or other individual lessees of the DEMISED PREMISES. Neither the LESSEE ASSOCIATION nor the INDIVIDUAL LESSEE(S) shall have an exclusive right of possession of, or to, the DEMISED PREMISES. The LESSOR has the right, at any and all times during the term of this LEASE, and from time to time, to further additionally lease, let and demise the DEMISED PREMISES to other lessee associations and other individual lessees and any other persons, firms or corporations, as LESSOR deems fit. All such other leases shall be valid for the purposes therein expressed, and neither the granting of such leases, nor the creation of the leasehold estate therein, shall invalidate this lease, reduce, or abate the rent due pursuant to this LEASE from the LESSEE to the LESSOR, or give the LESSEE the right to avoid any of the covenants, agreements or obligations to be performed hereunder. The LESSEE ASSOCIATION and all INDIVIDUAL LESSEES executing this LEASE are hereby put on notice of other leases, if any, now in existence and recorded among the Public Records Broward County, Florida, affecting the DEMISED PREMISES. The lease of the DEMISED PREMISES entered into with others may be in such form and may provide for such rental as the LESSOR deems

necessary, PROVIDED, HOWEVER, that the use, occupancy, and possession of the DEMISED PREMISES by others shall be in recognition of, and co-extensive with, the rights of the LESSEE under this LEASE. No default by any individual lessee in the performance of the covenants and promises contained in this LEASE or by any tenant in any other lease of the DEMISED PREMISES, or any other act of omission by any other individual lessee, or any other person, firm or corporation, shall, concerning the INDIVIDUAL LESSEE signing this LEASE, be construed or considered: (a) as a breach by the LESSEE ASSOCIATION, the INDIVIDUAL LESSEE, or LESSOR of any of their promises or covenants in this LEASE made, or (b) as an actual, implied or constructive eviction of the LESSEE from the DEMISED PREMISES by LESSOR or anyone acting by, through, under, or for LESSOR, or (c) as an excuse, justification, waiver or indulgence by the LESSOR to the LESSEE or INDIVIDUAL LESSEE of their covenants and promises herein.

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

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

**6.4 THE DEMISED PREMISES SHALL AT ALL TIMES BE UNDER THE COMPLETE SUPERVISION, OPERATION, CONTROL AND MANAGEMENT OF THE LESSOR.**

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

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

6.7 The transfer of the fee title to each CONDOMINIUM PARCEL in the CONDOMINIUM, whether voluntarily or by operation of law, terminating the INDIVIDUAL LESSEES' membership in the

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

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

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

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

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

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

#### 7. EMINENT DOMAIN.

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

7.2 If a part of the DEMISED PREMISES, as provided above, is taken under the power of eminent domain and such taking does not completely destroy the usefulness of the DEMISED PREMISES for the purposes for which such premises were leased, all sums awarded for the appropriation shall be payable to the LESSOR and the LESSEE shall not be entitled to any portion thereof. Where there is an appropriation of part or all of a building or improvement which is not sufficient to terminate this LEASE, as hereinbefore set forth, the LESSOR shall determine, in its sole discretion, whether to replace

the appropriated building or improvement upon the remaining land area of the DEMISED PREMISES. Failure to so replace the improvement shall not relieve the LESSEE from its obligations hereunder. Should LESSOR determine to replace same, it shall be of such size, dimension, contents, decor, plans and specifications as the LESSOR determines in its sole discretion.

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

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

9. LESSOR'S LIENS—CREATION, EFFECT AND ENFORCEMENT; PROVISIO.

9.1 The LESSEE ASSOCIATION hereby covenants and warrants unto the LESSOR that prior to admitting each INITIAL LESSEE into the ASSOCIATION it will cause or allow the SPONSOR to cause said INITIAL LESSEE, joined by his or her spouse, to execute a copy of this LEASE, and a memorandum thereof, such copy not being executed by the LESSOR and LESSEE ASSOCIATION, and will cause said memorandum to be recorded in the Public Records of Broward County, Florida, together with the deed of conveyance from the SPONSOR to each INITIAL LESSEE. The INITIAL LESSEE's CONDOMINIUM PARCEL and the recording data as to THE DECLARATION shall be described and set forth in the copy of each said LEASE and memorandum thereof, in the space provided therefore, and said INITIAL LESSEE and SPOUSE shall be deemed to have executed the LEASE attached to THE DECLARATION. In such LEASES and memorandum as are executed by the INITIAL LESSEES, where reference is made to THE DECLARATION to which this LEASE is an EXHIBIT, the same shall mean and refer to THE DECLARATION to which this LEASE, executed by the LESSEE ASSOCIATION and LESSOR, is attached.

9.2 LESSOR retains and shall have a first lien, paramount to all others, on every right and interest of the LESSEE ASSOCIATION and INDIVIDUAL LESSEES in and to this LEASE and on any furniture, furnishings, appliances, equipment, fixtures and goods of every kind, and on the equity therein, which is owned or purchased by the LESSEE ASSOCIATION, and upon the LESSEE ASSOCIATION's assets and COMMON SURPLUS. This lien is granted for the purpose of securing the payment of rents to LESSOR, and taxes, assessments, charges, liens, penalties and damages herein covenanted to be paid by the LESSEE, and for the purpose of securing the performance of any, all and singular, the covenants, conditions and obligations of this LEASE to be performed and observed by the LESSEE.

9.3 In order to secure the obligations of the INDIVIDUAL LESSEE to the LESSOR for the payment of all rent and any other monies due and to become due hereunder and to secure the performance by the INDIVIDUAL LESSEE of each of the terms and provisions of this LEASE, the INDIVIDUAL LESSEE, as the OWNER of a CONDOMINIUM UNIT does hereby grant, sell, bargain, convey and confirm unto the LESSOR, in fee simple, a lien upon that certain CONDOMINIUM UNIT together with its proportionate interest in the COMMON ELEMENTS and those certain other items, all of which are described on Page 17 of this LEASE.

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

The execution of a copy of this LEASE and memorandum thereof, by the INITIAL LESSEE whereby said INITIAL LESSEE impresses a lien upon and encumbers his CONDOMINIUM PARCEL shall be a

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

9.4 The liens herein granted may be foreclosed at the option of the LESSOR in the manner in which a mortgage on real property is foreclosed, or in the manner in which statutory liens on real property are foreclosed, or by any other remedy available to the LESSOR for the foreclosure of said liens. In the event of a foreclosure, the defaulting INDIVIDUAL LESSEE shall be required to pay a reasonable rental for the CONDOMINIUM PARCEL to the LESSOR and the LESSOR shall be entitled to the appointment of a receiver to collect the same.

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

9.6 The LESSEE's leasehold interest in and to the DEMISED PREMISES has been acquired pursuant to §711.121, Florida Statutes. All monies due and to become due under the provisions of this LEASE are declared to be COMMON EXPENSES of the CONDOMINIUM. The LESSOR shall have the right, in its sole discretion, to require the LESSEE ASSOCIATION to pay any or all of the rent due under this LEASE to the LESSOR and the LESSEE ASSOCIATION will then assess the UNIT OWNERS therefor as COMMON EXPENSES.

9.7 In the event that the LESSOR's liens provided for in this LEASE shall, for any cause or reason whatsoever, be determined to be invalid, extinguished, or unenforceable, then the LESSEE agrees that such event shall not extinguish or diminish the LESSEE ASSOCIATION's and the INDIVIDUAL LESSEE's financial or other obligations hereunder, and the LESSEE ASSOCIATION will, in the manner as now prescribed by Chapter 711, Florida Statutes, make such assessments and enforce its lien therefor on the INDIVIDUAL CONDOMINIUM PARCELS in the CONDOMINIUM PROPERTY in order to comply with and fulfill the LESSEE ASSOCIATION's and INDIVIDUAL LESSEE's obligations to the LESSOR hereunder. The LESSOR shall be deemed a direct beneficiary of this Agreement by the LESSEE ASSOCIATION and to any agreements by the LESSEE ASSOCIATION in this LEASE.

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

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

9.10 Notwithstanding anything herein to the contrary, where an INSTITUTIONAL MORTGAGEE, or other purchaser of a CONDOMINIUM PARCEL obtains title to said CONDOMINIUM PARCEL as a result of a foreclosure of an INSTITUTIONAL MORTGAGE, or when an INSTITUTIONAL MORTGAGEE accepts a Deed to said CONDOMINIUM PARCEL in lieu of foreclosure, or where the LESSOR under this LEASE obtains title as a result of foreclosure of LESSOR's lien, such acquirer of title, his successors and assigns, shall not be liable for sums which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure.

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

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

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

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

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

10.1 The LESSOR shall have the unequivocal right to, at all times, and may have previous to the execution hereof, mortgage and encumber LESSOR's interest in this LEASE and/or in and to the

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

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

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

#### 11. DEFAULT.

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

(a) The LESSOR shall not declare this LEASE terminated where the default consists of non-payment of sums due hereunder until such nonpayment shall have continued for fifteen (15) days after written notice of such default shall have been given by the LESSOR to the LESSEE ASSOCIATION.

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

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

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

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

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



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

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

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

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

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

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

14. OPTION TO PURCHASE. The LESSEES are hereby granted the option to purchase the DEMISED PREMISES at the expiration of the term of this LEASE upon the following terms and conditions:

14.1 The LESSEE ASSOCIATION may exercise this option only in conjunction with all LESSEES who also have this option and elect to exercise it. The LESSEE ASSOCIATION, in the event it chooses to exercise this option, shall be liable for a prorata share of the purchase price determined by multiplying the purchase price by a fraction, the numerator of which shall be the number of CONDOMINIUM UNITS contained in this CONDOMINIUM PROPERTY and the denominator of which shall be the total number of LIVING UNITS represented by ALL LESSEES exercising this option.

14.2 Between twelve (12) and six (6) months prior to expiration of this LEASE, the LESSOR shall be notified in writing by the LESSEE ASSOCIATION of the exercise of this option to purchase. The notice shall be irrevocable.

14.3 The INDIVIDUAL LESSEE(S) does hereby irrevocably appoint and authorize the LESSEE ASSOCIATION to give the above required notice to exercise such option as their duly authorized agent and attorney-in-fact, and any such acts by the LESSEE ASSOCIATION shall be binding upon and shall be the act of all the INDIVIDUAL LESSEES in that ASSOCIATION.

14.4 Within thirty (30) days from the giving of the notice, the LESSOR and all LESSEES who elect to exercise this option, will enter into a contract for sale and purchase of the DEMISED PREMISES as follows:

- (1) The closing date shall be the last day of the term of this LEASE.
- (2) The LESSOR shall deliver to the LESSEES good and insurable title subject only to:
  - (a) Conditions, restrictions and limitations of record;
  - (b) Applicable zoning ordinances;
  - (c) Restrictions and prohibitions imposed by governmental authority;
  - (d) Public utility easements of record;
  - (e) Questions of locations, measurements and survey;
  - (f) Current ad valorem or like taxes.
- (3) Purchasing LESSEES will pay all costs incurred in the sale, including but not limited, to documentary stamps and surtax on deed, title insurance premiums and recording fees.
- (4) Any existing mortgages on said premises shall be satisfied with the proceeds of the sale.

14.5 The purchase price will be an amount equal to the total annual rental payable to LESSOR by all LESSEES in 2071 A.D. multiplied by a factor of 8, payable in cash at closing.

14.6 In the event that the option to purchase is not exercised, this LEASE shall terminate and the LESSEES shall immediately peaceably and quietly deliver possession of the DEMISED PREMISES to the LESSOR.

14.7 Any LESSEE remaining in possession of the DEMISED PREMISES after the expiration of this LEASE shall be deemed to be occupying said premises as a tenant from month to month and shall be subject to all the conditions, provisions and obligations of a LESSEE under this LEASE.

#### 15. INSURANCE, TAXES, MAINTENANCE and OPERATING EXPENSE.

15.1 Insurance coverage, including but not limited to, fire, casualty, public liability, rental insurance and all other types of insurance which the LESSOR deems necessary shall be maintained by the LESSOR on the DEMISED PREMISES or this LEASE in such amounts and with such deductibles as LESSOR deems fit. This coverage shall be paid by the LESSOR out of the monthly rent payable by LESSEES, provided, however, that if the premiums increase or the LESSOR shall deem additional insurance is necessary and as a result the premiums paid shall increase over the premiums paid in the year 1975 such increased amount shall be prorated between ALL LESSEES as additional rent.

15.2 Real and Personal Property Taxes attributable to the DEMISED PREMISES shall be paid by LESSOR out of the monthly rent payable by LESSEES provided, however, that if said taxes increase over the taxes paid in the year 1975 such increased amount shall be prorated between ALL LESSEES as additional rent. If any governmental authorities levy a Sales or similar tax, an intangible tax or documentary stamp tax on this LEASE or the rent received hereunder, such taxes shall be prorated between ALL LESSEES as additional rent.

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

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

15.5 No damage or destruction of all or any part of the DEMISED PREMISES by fire, wind-storm or any other casualty shall entitle the LESSEE to terminate this LEASE, to violate the provision hereof, or to entitle LESSEES to any abatement or rebate of rent due or to become due under the provisions hereof. LESSOR shall be obligated to, at its own expense, repair and reconstruct those damaged portions of the DEMISED PREMISES within a reasonable time. If more than seventy-five

per cent (75%) of the buildings in the DEMISED PREMISES are damaged, the LESSOR within thirty (30) days of the casualty may terminate this LEASE by giving written notice thereof to LESSEES. LESSEES shall not be entitled to any compensation due to the termination. The termination shall be effective on the first day of the month following the giving of notice.

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

15.7 All additional rent required to be paid pursuant to Paragraph 15 or the other provisions of this LEASE shall have the same force and effect as the monthly rent due by virtue of this LEASE and shall be secured by the lien heretofore granted, provided, however, that the LESSOR shall only charge additional rent due pursuant this Paragraph 15, at such times as adjustments are made pursuant to Paragraph 5.3 hereof.

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

15.9 The failure of LESSOR to make any adjustments for additional rent provided in this Paragraph 15 in any one or more years shall not be deemed a waiver of LESSOR's right to do so, either retroactively or prospectively, for the term of this LEASE.

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

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

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

19. AMENDMENT TO LEASE. This LEASE may only be amended by agreement in writing, executed by the LESSOR and the LESSEE ASSOCIATION, for itself and for all INDIVIDUAL LESSEES who are members of the ASSOCIATION, which shall be duly recorded in the Public Records of Broward County, Florida. No amendment shall change an INDIVIDUAL LESSEE's share of the monthly sum under this LEASE, nor materially impair the rights of any INDIVIDUAL LESSEE

without the INDIVIDUAL LESSEE, and all record owners of mortgages so affected joining in the execution of said amendment. No amendment shall change the provisions of this LEASE with respect to INSTITUTIONAL MORTGAGEE, nor shall any amendment affect, impair, or prejudice the validity, rights and priorities of any mortgages encumbering CONDOMINIUM PARCELS in the said CONDOMINIUM without the written consent of the mortgagees affected. The foregoing is subject to the paramount provisions applicable thereto in this LEASE and the DECLARATION as to the LESSOR's right to amend this LEASE and said DECLARATION OF CONDOMINIUM. The LESSOR shall also have the right to amend this LEASE unilaterally pursuant to Paragraph 17 of the DECLARATION, and if said amendment entails additional expenses to a particular group of INDIVIDUAL LESSEES and/or LESSEE ASSOCIATION only those affected shall join in said amendment.

## 20. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

20.12 Each and every term, covenant and provision contained in the DECLARATION OF CONDOMINIUM to which this LEASE is an exhibit is hereby incorporated herein by reference. If any provision of this LEASE is in conflict with any provision of said DECLARATION OF CONDOMINIUM, the provisions of this LEASE shall prevail.

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

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

20.15 Any and all sums in addition to the BASIC MONTHLY RENTAL hereunder due to the LESSOR hereunder, including, but not limited to, any increased rents, attorneys' fees, advancements or otherwise, shall be deemed ADDITIONAL RENT hereunder and shall be payable to the LESSOR on demand, or, at the option of the LESSOR, may be added to any rent then due or thereafter becoming due under this LEASE. To facilitate the collection thereof the LESSOR shall have, in addition to any and all other rights and remedies available to the LESSOR, the same rights and remedies as available to the LESSOR on account of the failure of the LESSEE to pay rent.

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

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

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

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

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

20.21 THE INDIVIDUAL LESSEE EXECUTING THIS LEASE AGREES TO BE BOUND BY THIS LEASE AND BY HIS EXECUTION HEREOF HE HEREBY:

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper Officers, and the Corporate Seal of the Lessor Corporation has been duly affixed, this 9<sup>th</sup> day of January, 1975.

Signed, Sealed and Delivered in the presence of:

Norma T. Clark  
witness  
Lewelly J. Chagnis  
witness

Norma T. Clark  
witness  
Lewelly J. Chagnis  
witness

\_\_\_\_\_  
witness

\_\_\_\_\_  
witness

CENTURY VILLAGE EAST, INC.

Quita A. Patrick  
Vice President  
(LESSOR)

DURHAM "A" CONDOMINIUM ASSOCIATION INC.

Quita A. Patrick  
President

By Lisa Lambert (SEAL)  
Secretary  
(LESSEE ASSOCIATION)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

(INDIVIDUAL LESSEE(S))

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF BROWARD )

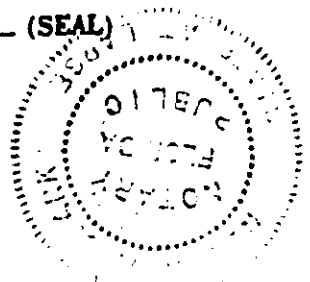
BEFORE ME, the undersigned authority, personally appeared Anita M. Patrick

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

WITNESS my hand and official seal, at the State and County aforesaid, this 9<sup>th</sup> day of January, 1975.

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Nov. 14, 1977  
Bonded by American Fire & Casualty Co.

Norma V. Clark (SEAL)  
NOTARY PUBLIC  
State of Florida at Large



STATE OF FLORIDA )  
 ) ss.  
COUNTY OF BROWARD )

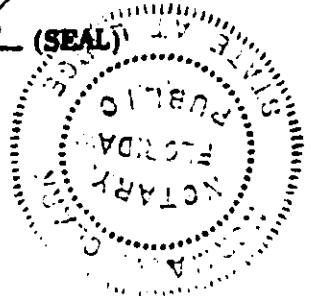
BEFORE ME, the undersigned authority, personally appeared Anita M. Patrick and Lois Landino

to me known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of DURHAM "A" CONDOMINIUM ASSOCIATION, INC., a non-profit Florida Corporation and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this 9<sup>th</sup> day of January, 1975.

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Nov. 14, 1977  
Bonded by American Fire & Casualty Co.

Norma V. Clark (SEAL)  
NOTARY PUBLIC  
State of Florida at Large



STATE OF FLORIDA )  
 ) ss.  
COUNTY OF )

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

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

WITNESS my hand and official seal, at the State and County aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_ (SEAL)  
NOTARY PUBLIC  
State of Florida at Large

REC. 6072 PAGE 504

DURHAM "A" CONDOMINIUM ASSOC.

## MASTER MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into at Broward County, Florida, on the date last appearing in the body of this instrument, by and between CEN-DEER COMMUNITIES, INC., a Florida corporation, (hereinafter referred to as "MASTER MANAGEMENT FIRM") and the OWNER of a CONDOMINIUM UNIT at CENTURY VILLAGE, Deerfield Beach, Florida, whose name is subscribed at the end of this instrument (hereinafter referred to as "OWNER").

### WITNESSETH:

WHEREAS the MASTER MANAGEMENT FIRM and OWNER recognize there will be certain services required to be performed and facilities required to be owned, leased, maintained and repaired (hereinafter referred to as COMMUNITY SERVICES and FACILITIES) for the benefit, convenience and comfort of all persons living in CENTURY VILLAGE, Deerfield Beach, Florida, (UNIT OWNER(S)); and

WHEREAS, the providing of said COMMUNITY SERVICES and FACILITIES is not the responsibility of the individual condominium associations, MANAGEMENT FIRM, SPONSOR, or the LESSOR under the LONG-TERM LEASE; and

WHEREAS, the OWNER is desirous of entering into an agreement to insure the provisions of said COMMUNITY SERVICES and FACILITIES; and

WHEREAS, the MASTER MANAGEMENT FIRM proposes to procure or provide said COMMUNITY SERVICES and FACILITIES for the benefit of OWNER and all residents of the condominium development known as CENTURY VILLAGE, Deerfield Beach, Florida, and to provide for the management, maintenance and operation thereof.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and the sum of ONE (\$1.00) DOLLAR, to each in hand paid, receipt of which is hereby acknowledged, it is hereby agreed by and between the parties, as follows:

1. DEFINITIONS. The terms used in this Agreement shall be as defined in the DECLARATION OF CONDOMINIUM, to which a copy of this instrument is attached as EXHIBIT 6, or the Condominium Act of the State of Florida.

1.1 DEFINITION OF COMMUNITY SERVICES AND FACILITIES. The services and facilities hereinabove described may, for purposes of illustration, in the MASTER MANAGEMENT FIRM's sole discretion, include, but not be limited to, the following:

- (a) Security system.
- (b) Internal and external community transportation system.
- (c) Community lighting systems.
- (d) Irrigation systems.
- (e) Road systems, traffic ways, bicycle paths and walkways.
- (f) Lagoons, lakes, canal systems and waterways.
- (g) The providing of water, sewage disposal, and garbage collection facilities in accordance with the terms and conditions hereinafter specified.
- (h) The providing of a CATV television system to each CONDOMINIUM UNIT.
- (i) Swales, entrances, guardhouse, parks and other common areas located within CENTURY VILLAGE, Deerfield Beach, Florida.

Prepared by:  
ROBERT LEE SHAPIRO  
LEVY, PLISCO, PERRY & REITER \* SHAPIRO P.A.  
P.O. Box 1151  
Palm Beach, Fla. 33480

Record and Return to:  
ROBERT LEE SHAPIRO  
LEVY, PLISCO, PERRY & REITER \* SHAPIRO P.A.  
P.O. Box 1151  
Palm Beach, Fla. 33480



(j) In addition to the above, to do all things deemed necessary, in the sole discretion of the MASTER MANAGEMENT FIRM, to provide additional facilities and services which will or may benefit the community of CENTURY VILLAGE, Deerfield Beach, Florida, as a whole.

2. INTENT. It is the intent of this Agreement that the MASTER MANAGEMENT FIRM shall maintain, operate, repair, supervise and regulate the use of the COMMUNITY SERVICES and FACILITIES as it, in its sole discretion, deems proper. The responsibility for the providing of such services and facilities may be assumed by the MASTER MANAGEMENT FIRM, in its discretion, whether the facilities are owned by SPONSOR and over which the MASTER MANAGEMENT FIRM has been granted an easement for the purposes herein expressed, or owned by the MASTER MANAGEMENT FIRM, or are a part of a particular CONDOMINIUM PROPERTY over which the MASTER MANAGEMENT FIRM has been granted an easement for the purposes herein expressed. PROVIDED, HOWEVER, that the MASTER MANAGEMENT FIRM shall have no obligation to provide its services to lands dedicated to the public, the DEMISED PREMISES, or any CONDOMINIUM PROPERTY except those over which the MASTER MANAGEMENT FIRM has been granted and has accepted an easement for a particular purpose consistent with the intent of this Agreement.

3. TERM. The term of this Agreement shall commence as of the date hereof and have effect through December 31, 2072, provided, however, that the MASTER MANAGEMENT FIRM may, upon sixty (60) days written notice given to the OWNER, terminate and cancel this Agreement as of the last day of such month specified in the notice of cancellation.

4. POWERS. In providing the COMMUNITY SERVICES and FACILITIES, the powers of the MASTER MANAGEMENT FIRM shall include all things deemed necessary by the MASTER MANAGEMENT FIRM, in its sole discretion, to accomplish the purposes of this instrument, including, but not limited to, the following:

- (a) To hire staff and administrative personnel.
- (b) To purchase or lease all necessary tools, equipment, machinery, vehicles and supplies, and to repair, replace and maintain the same.
- (c) To enter into contracts, subcontracts, or leases with any firm, governmental entity, person or corporation for the providing of security, maintenance, transportation, CATV, utilities and other necessary services and equipment.
- (d) To maintain sufficient liability and property insurance.
- (e) To retain and employ necessary professionals.
- (f) To take necessary legal and other action to enforce compliance with this Agreement and the RULES AND REGULATIONS promulgated pursuant hereto.

5. RULES AND REGULATIONS. The MASTER MANAGEMENT FIRM shall, from time to time, promulgate RULES AND REGULATIONS concerning the use of the COMMUNITY SERVICES and FACILITIES, and the same shall be effective upon the posting thereof in conspicuous places in CENTURY VILLAGE, Deerfield Beach, Florida, or upon the DEMISED PREMISES. OWNER covenants to comply with said RULES AND REGULATIONS. If OWNER violates any of said RULES AND REGULATIONS or fails to maintain acceptable standards of behavior concerning the use of the COMMUNITY SERVICES and FACILITIES, then the MASTER MANAGEMENT FIRM may unilaterally suspend said OWNER from the use of some or all of the COMMUNITY SERVICES and FACILITIES for such time as the MASTER MANAGEMENT FIRM deems necessary, without any reduction or abatement in the charges hereunder, or, in the MASTER MANAGEMENT FIRM's sole discretion, the MASTER MANAGEMENT FIRM may utilize all rights provided at law or equity, or a combination of any or all of the rights herein specified. OWNER does hereby waive the defense of "election of remedies".

6. MANNER OF COLLECTION. The MASTER MANAGEMENT FIRM shall determine by December 15th of each year, the monthly amount which shall be paid by OWNER during the following

twelve (12) months, commencing on January 1st, in accordance with the provisions of Paragraph 7 hereof. The monthly fee shall be payable in advance, without notice, on the first day of each month to such party as the MASTER MANAGEMENT FIRM shall, from time to time, direct. Until further notice all sums due pursuant to this Agreement shall be payable with the OWNER's monthly COMMON EXPENSE assessments to CEN-DEER MANAGEMENT, INC. who will remit the same to the MASTER MANAGEMENT FIRM, and the same shall commence as of the date hereof. If this agreement is dated on other than the first day of any month, the fees attributable to the portion of the month remaining shall be prorated and added to the payment due on the first day of the next ensuing month.

#### 7. MASTER MANAGEMENT FEE.

7.1 During the first Five (5) years of the term of this Agreement the compensation paid for the providing of COMMUNITY SERVICES and FACILITIES to the MASTER MANAGEMENT FIRM (hereinafter referred to as the MASTER MANAGEMENT FEE) by the OWNER shall be the lesser of the following amounts:

- (a) \$19.00 per month for a 1 Bedroom 1 Bath UNIT.  
\$19.50 per month for a 1 Bedroom 1½ Bath UNIT; 2 Bedroom 1½ Bath UNIT; or 2 Bedroom, 2 Bath UNIT.

(b) The OWNER's prorata portion of the actual cost of providing said COMMUNITY SERVICES and FACILITIES; computed on the basis of total costs, divided by a fraction, the numerator of which is one (1) and the denominator of which is the total number of UNIT OWNERS who have executed similar agreements.

PROVIDED, HOWEVER, that during the first twelve (12) months of the term of this Agreement plus the number of months until the next ensuing January 1st, the OWNER will pay the amount specified in Paragraph 7.1(a) above, and, thereafter, the MASTER MANAGEMENT FEE will be adjusted in accordance herewith annually on December 15th for the next ensuing twelve (12) month period commencing on January 1st.

7.2 After the expiration of the first five (5) years of the term of this Agreement, and for the remainder of the term of this Agreement, the MASTER MANAGEMENT FEE shall be computed solely on the basis of actual cost in accordance with the provisions of Paragraph 7.1(b) above.

8. DEFINITION OF COSTS. For the purposes of this Agreement, costs shall be defined to mean and include all direct or indirect expenditures made or incurred in effectuating the purposes of this Agreement including for the purposes of illustration, but not limited to, rental fees, salaries, costs of maintenance for roads, swales, guard houses, lakes, etc., administrative expenses, costs of procuring utilities for the COMMUNITY SERVICES and FACILITIES (electricity, water, sewer, garbage, etc.), ad valorem and personal property taxes on the COMMUNITY SERVICES and FACILITIES, procuring CATV and security services and all like charges necessary in adequately providing the COMMUNITY SERVICES and FACILITIES.

(a) It is understood and agreed that the MASTER MANAGEMENT FIRM will be procuring some of the COMMUNITY SERVICES and FACILITIES from other corporations or entities which are or may be controlled by some or all of the stockholders of the MASTER MANAGEMENT FIRM or SPONSOR. OWNER does hereby authorize and ratify such inter-related contracts provided, however, that the fees, rentals, or compensation paid for such services does not exceed the fairly debatable fair market value of such services.

(b) Notwithstanding anything in the foregoing to the contrary, in the event that the MASTER MANAGEMENT FIRM, in its sole discretion, decides to provide a CATV System, the OWNER acknowledges that included in the costs as herein defined, will be a monthly CATV charge of \$3.00 per month per UNIT OWNER (allocated \$1.00 for security and \$2.00 for CATV service) charged by CENVILL COMMUNICATIONS, INC. to the MASTER MANAGEMENT FIRM; the stock of both corporations being owned by the same persons or entities. OWNER acknowledges that said charges constitute the fair market value of said services.

(c) It is understood and agreed that the aforementioned CATV service, if any, does not include therein the medical and emergency alert system, but that, if the same is available, it shall be an "extra" which may be purchased at closing for a specified sum, and is not included as a COMMUNITY SERVICE and FACILITY.

(d) It is understood and agreed by the parties hereto that, for as long as it is permitted by the proper governmental authorities, the MASTER MANAGEMENT FIRM shall contract with said governmental entities for the provision of water, sewage disposal, and garbage collection services on a bulk master meter or development wide basis, as the case may be, for which services each OWNER shall pay his prorata portion as part of the fees due pursuant to this Agreement.

In the event, however, that the governmental entities terminate the master meter system and installs either individual meters or one meter per association, building, or the like, or bills each UNIT OWNER directly for garbage collection, the responsibility of the MASTER MANAGEMENT FIRM to provide the same shall forthwith terminate and each OWNER and/or ASSOCIATION shall be solely responsible for the payment of said utility charges as levied by said governmental authority.

(e) The MASTER MANAGEMENT FIRM shall not, except during the initial five (5) years of the term hereof, and then, only to the extent that the costs and expenses in providing the COMMUNITY SERVICES and FACILITIES exceed the maximum MASTER MANAGEMENT FEE charged pursuant to Paragraph 7. hereof, be required to undertake to pay any costs or expenses for the benefit of the OWNER or UNIT OWNERS from its own funds, and shall be required to provide the COMMUNITY SERVICES and FACILITIES to the extent that, and as long as, the payments received from all UNIT OWNERS are sufficient to pay said costs and expenses in full. If it shall appear to the MASTER MANAGEMENT FIRM that said revenues are insufficient to pay the same the MASTER MANAGEMENT FIRM shall forthwith determine, assess and collect from the OWNER and all UNIT OWNERS, such additional MASTER MANAGEMENT FEES as are required. Provided, however, that the MASTER MANAGEMENT FIRM, may in its sole discretion, instead of increasing said MASTER MANAGEMENT FEES, reduce the amount of COMMUNITY SERVICES and FACILITIES accordingly. OWNER covenants to pay such additional MASTER MANAGEMENT FEES as required.

(f) In addition to the lien hereinafter provided, a default in the payment of the MASTER MANAGEMENT FEE when due, shall entitle the MASTER MANAGEMENT FIRM to the following:

If the default exists in excess of ten (10) days, the delinquent payment shall bear interest at a rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, a late charge of \$25.00 may, at the option of the MASTER MANAGEMENT FIRM, be due and payable. The MASTER MANAGEMENT FIRM shall also have the right to accelerate the payments of the MASTER MANAGEMENT FEE for up to twelve (12) months, which sum shall immediately become due and payable. In the event that OWNER is in default in any payment, OWNER shall be liable for all costs of collecting the same, including reasonable attorneys' fees and court costs.

9. CO-OPERATION. The OWNER, both individually and as a member of a condominium association covenants to aid and assist the MASTER MANAGEMENT FIRM in any reasonable manner, as requested by the MASTER MANAGEMENT FIRM, in the collection of assessments and effectuating the purpose of this Agreement.

(a) The OWNER shall not interfere, permit, allow or cause any of the Officers, Directors or members of his condominium association to interfere with the MASTER MANAGEMENT FIRM in the performance of its duties or the exercise of any of its powers hereunder.

10. LIABILITY. The MASTER MANAGEMENT FIRM shall not be liable to any condominium association or OWNER for any loss or damage not caused by the MASTER MANAGEMENT FIRM's own gross negligence or willful misconduct.

11. TOTAL COMMUNITY SERVICE. The OWNER recognizes that the MASTER MANAGEMENT FIRM will be performing services similar to the services to be performed hereunder for all other

UNIT OWNERS residing at CENTURY VILLAGE, Deerfield Beach, Florida, and will be entering into an agreement substantially similar (except that the fees charged during the initial five (5) year period of the term of this Agreement may vary) to this Agreement with all said UNIT OWNERS. OWNER acknowledges that, after the initial five (5) years, it is the intention of the MASTER MANAGEMENT FIRM to allocate the costs of providing the COMMUNITY SERVICES and FACILITIES equally to all of the UNIT OWNERS residing in CENTURY VILLAGE, Deerfield Beach, Florida, and therefore adjustments in the cost allocations may be made accordingly, provided, however that the MASTER MANAGEMENT FIRM may, in its sole discretion, waive collection from all or some of the UNIT OWNERS. The fact that the COMMUNITY SERVICES and FACILITIES may not benefit all of the persons residing in CENTURY VILLAGE equally shall not relieve any OWNER from the obligation to make payments hereunder. No OWNER may relieve himself from his obligations hereunder by a waiver of use of all or part of the COMMUNITY SERVICES and FACILITIES.

12. VENUE. Should any litigation be instituted concerning this Agreement, the venue thereof shall be the 17th Judicial Circuit in and for Broward County, Florida. If the MASTER MANAGEMENT FIRM shall prevail in any such litigation, the MASTER MANAGEMENT FIRM shall be entitled to all costs and attorneys' fees incurred.

13. WAIVER. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

14. TIME IS OF THE ESSENCE. Time is of the essence for all terms of this Agreement.

15. MODIFICATION. No modification, release, discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by the parties to this Agreement, their respective heirs, successors and assigns.

16. ENTIRE UNDERSTANDING. This instrument, together with the DECLARATION and the EXHIBITS attached thereto, constitutes the entire agreement between the parties hereto and neither party has been induced by the other by representations, promises or understandings not expressed herein, nor are there any collateral agreements, stipulations, promises or understandings whatsoever in any way touching the subject matter of this instrument or the instruments referred to herein which are not expressly contained herein or in the DECLARATION OF CONDOMINIUM and other EXHIBITS attached thereto.

17. ACCOUNTINGS. The MASTER MANAGEMENT FIRM shall not be required to give to OWNER, or UNIT OWNERS, any accountings hereunder, at any time, nor shall OWNER have the right to inspect the books and records of the MASTER MANAGEMENT FIRM without the express written consent of, and upon such conditions as specified by the MASTER MANAGEMENT FIRM.

18. SEVERABILITY. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, sentence, clause, phrase or word, or of any provision of this Agreement or the DECLARATION and the EXHIBITS attached thereto, shall not affect the validity of the remaining portions thereof.

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

20. NOTICES. Whenever notices are required to be sent hereunder, the same shall be delivered to the UNIT OWNERS and to the ASSOCIATION as provided in the DECLARATION. Notices to the MASTER MANAGEMENT FIRM shall be made by delivery, return receipt requested, to CEN-DEER COMMUNITIES, INC., Century Boulevard, Deerfield Beach, Florida.

21. LIEN. OWNER hereby grants unto the MASTER MANAGEMENT FIRM a lien upon any right, title or interest of the OWNER in the CONDOMINIUM PROPERTY and upon the CONDOMINIUM PARCEL of such OWNER together with all tangible personal property, including furnishings, fixtures, appliances, equipment and goods now or hereafter located upon or within such CONDOMINIUM PARCEL to secure payment of all monies due the MASTER MANAGEMENT FIRM and to secure the

performance by the OWNER of each of the terms and provisions of this Agreement. Any subsequent persons taking title to this CONDOMINIUM PARCEL shall assume and agree to pay the monies due under this Agreement and to be bound by the terms and provisions hereof, which assumption shall be reflected on the instrument of conveyance. The OWNER shall be released from all personal liability under this Agreement upon his conveying title to his CONDOMINIUM PARCEL to another party, provided he has paid all sums due the MASTER MANAGEMENT FIRM under this Agreement, and further provided, that the assumption heretofore specified has been properly affected. Upon failure of either of the foregoing, both OWNER and the new owner shall be jointly and severally liable hereunder. The lien granted to the MASTER MANAGEMENT FIRM may be foreclosed in the same manner as any other lien created by the DECLARATION OF CONDOMINIUM or LONG-TERM LEASE may be foreclosed. The lien herein created shall have the same effect as the lien of a condominium association pursuant to the Condominium Act.

22. ASSIGNMENT. The MASTER MANAGEMENT FIRM may assign this Agreement as long as the assignee agrees, in writing, to assume and perform the terms and covenants of this Agreement, and upon such assumption the MASTER MANAGEMENT FIRM shall be released from any and all obligations hereunder. Said assignment shall be duly recorded in the Public Records of Broward County, Florida, and upon such recording, all OWNERS who have executed this or similar agreements shall be deemed notified of the same.

23. OWNERSHIP. This Agreement shall not be deemed to grant any rights of ownership in the COMMUNITY SERVICES or FACILITIES to OWNER.

24. RIGHTS GRANTED BY DECLARATION. The MASTER MANAGEMENT FIRM shall have all the rights granted to it by virtue of the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto, and OWNER covenants not to interfere with, or act to diminish any of said rights.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Signed, Sealed and Delivered in our Presence:

CEN-DEER COMMUNITIES, INC.

By \_\_\_\_\_  
Its Vice President

ATTEST:

As to MASTER MANAGEMENT FIRM

By \_\_\_\_\_  
Its Secretary

Signed, Sealed and Delivered in our Presence:

(CORPORATE SEAL)

OWNER

As to OWNER

OWNER

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
and

to me well known to be the individuals described in and who executed the foregoing instrument as President and Secretary of CEN-DEER COMMUNITIES, INC., a Florida Corporation, and they acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the Seal was affixed thereto by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation, for the purpose therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My Commission Expires:

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

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF )

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

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

WITNESS my hand and official seal, at the State and County aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_

My Commission Expires:

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

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA

*Robert R. Kiehl*  
Interim County Clerk



INSTR # 101626934  
 OR BK 32655 PG 1913  
 RECORDED 01/19/2002 07:12 AM  
 COMMISSION  
 BROWARD COUNTY  
 DOC STMP-D 217.00  
 DEPUTY CLERK 1006

W/C

011208BW  
 This Instrument Prepared by and Return to:  
 PAM JOHNSON  
 TERRAMAR GUARANTY TITLE & TRUST, INC.  
 2685 EXECUTIVE PARK DRIVE, SUITE 2  
 WESTON, FLORIDA 33331  
 Property Appraisers Parcel Identification (Folio) Numbers:

Grantee SS #: XXXXXXXXXX

SPACE ABOVE THIS LINE FOR RECORDING DATA

2002

THIS WARRANTY DEED, made the 3rd day of January, 2002 BY IRMA B. HENDERSON, AN UNREMARKED WIDOW herein called the grantor, to BEVERLY MANGINI, A SINGLE WOMAN whose post office address is: 5601 N.W. 2ND AVENUE, # 318, BOCA RATON 33487, hereinafter called the Grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, assigns, remises, releases, conveys and confirms unto the grantee all that certain land situated in Broward County, State of Florida, viz:

Subject to easements, restrictions and reservations and rights-of-way of record and taxes for the year 2001 and thereafter.

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

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

AND, the grantor hereby covenants with said grantee that the grantor is/are lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2001.

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

Signed, sealed and delivered in the presence of:

Shari Speers  
 Signature

Printed Signature  
Shari Speers

Signature  
Mary Allison

Printed Signature  
MARY ALLISON

STATE OF GA  
 COUNTY OF Union

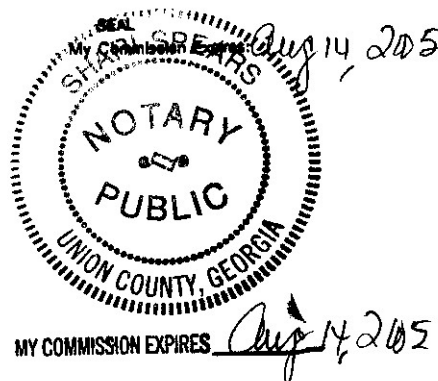
Irma B. Henderson  
 IRMA B. HENDERSON  
 1146 WESLEY MOUNTAIN DRIVE, #410, BLAIRSVILLE, GA 30512

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared IRMA B. HENDERSON, AN UNREMARKED WIDOW to me known to be the person described in or who has produced personally known as identification and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of Jan, 2002.

Shari Speers  
 Notary Signature

Printed Notary Signature  
Shari Speers



011208BW

CERTIFICATE OF APPROVAL  
OF

DURHAM A CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY that BEVERLY MANGINI/BEVERLY MANGINI & ROSE SERVENTI AS OCCUPANT

**RESIDENTS**

has been approved by DURHAM A CONDOMINIUM ASSOCIATION, INC. as the X purchaser or transferee (check the appropriate space) of the following described real property in Broward County, Florida.

Condominium Parcel No. 4006 of DURHAM A CONDOMINIUM, according to the Declaration thereof, recorded in Official Record Book 6072 at Page 451 through 550 inclusive, of the Public Records of Broward County, Florida.

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

1. "SUBJECT TO: The Long-Term Lease recorded in Official Records Book 6072 at page 487, Public Records of Broward County, Florida, which Long-Term Lease Grantees (Transferees) herein assume (if applicable), and Amendments thereto, if any."
2. "SUBJECT TO: The Management Agreement to which the Grantees (Transferees) agree to be bound."
3. "SUBJECT TO: The Master Management Agreement recorded in Official Records Book 6072 at Page 544, Public Records of Broward County, Florida, to which the Grantees (Transferees) herein agree to be bound."
4. "SUBJECT TO: The Declaration of Condominium heretofore described and all the terms and conditions thereof to which the Grantees (Transferees) agree to be bound and Amendments thereto, if any."
5. "SUBJECT TO: The Membership of Grantor in the Cenclub Homeowners Association, Inc., the obligation of which the Grantees (Transferees) hereby agree to assume and be bound hereby (if applicable)."

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

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

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

Signed, Sealed and Delivered  
IN THE PRESENCE OF:

DURHAM A CONDOMINIUM  
ASSOCIATION, INC.

BY Roberta S. Shapiro  
RESIDENT  
ATTEST Harold Weinstein  
~~SECRETARY~~ V.P.

Alissa Garcia  
ALISSA GARCIA  
Mary Kay Vancavage  
MARY KAY VANCAVAGE

STATE OF FLORIDA)  
COUNTY OF BROWARD)ss:

BEFORE ME, the undersigned authority, personally appeared Roberta S. SHAPIRO and HAROLD WEINSTEIN personally well known to me, and known to me to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of DURHAM A Condominium Association, Inc., and they, and each of them, duly acknowledged before me that they executed such instrument as such officers of said Association, and that the said instrument is the free act and deed of said Association and was executed for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid  
this 2nd day of January 2008





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## Detail by Entity Name

Florida Not For Profit Corporation  
 CVE MASTER MANAGEMENT COMPANY, INC.

### Filing Information

**Document Number** 767440  
**FEI/EIN Number** 59-2288465  
**Date Filed** 03/14/1983  
**State** FL  
**Status** ACTIVE  
**Last Event** AMENDMENT  
**Event Date Filed** 04/27/1984  
**Event Effective Date** NONE

### Principal Address

3501 WEST DRIVE  
 DEERFIELD BCH, FL 33442-2085

Changed: 03/29/1994

### Mailing Address

3501 WEST DRIVE  
 DEERFIELD BCH, FL 33442-2085

Changed: 03/29/1994

### Registered Agent Name & Address

Benson Mucci & Weiss PL  
 5561 North University Drive  
 102  
 Coral Springs, FL 33067

Name Changed: 02/27/2019

Address Changed: 02/06/2020

### Officer/Director Detail

#### **Name & Address**

Title Director

Goldman, Gene

353 Grantham C  
DEERFIELD BCH, FL 33442-2085

Title Director

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

Title 2nd Vice President

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

Title Secretary

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

Title Director

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

Title 1st Vice President

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

Title President

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

Title Treasurer

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

Title Director

Bidol-Padva, Patricia Ann  
4028 Ellesmere B  
Deerfield Beach, FL 33442

## Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2018	02/13/2018
2019	02/27/2019
2020	02/06/2020

## Document Images

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## Detail by Entity Name

Florida Profit Corporation

CEN-DEER COMMUNITIES INC

### Filing Information

**Document Number** 419730  
**FEI/EIN Number** 59-1500345  
**Date Filed** 02/23/1973  
**State** FL  
**Status** ACTIVE

### Principal Address

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

Changed: 04/14/2005

### Mailing Address

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

Changed: 04/14/2005

### Registered Agent Name & Address

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

Name Changed: 04/14/2005

Address Changed: 04/14/2005

### Officer/Director Detail

#### **Name & Address**

Title DST

LEVY, IRWIN H  
 1601 FORUM PLACE, SUITE 500  
 WEST PALM BEACH, FL 33401

Title DP

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

Title D

PESECKIS, LYNN L  
1601 FORUM PLACE, SUITE 500  
WEST PALM BEACH, FL 33401

Title V, CFO

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

Title Asst. Secretary, VP

Friedman, Laura  
1601 FORUM PLACE, SUITE 500  
WEST PALM BEACH, FL 33401

Title Comptroller, AT

Windle, Terri  
1601 FORUM PLACE, SUITE 500  
WEST PALM BEACH, FL 33401

Title VP

Levy-Bizanes, Jourdan  
1601 FORUM PLACE, SUITE 500  
WEST PALM BEACH, FL 33401

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2018	04/13/2018
2019	04/16/2019
2020	04/14/2020

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## Detail by Entity Name

Florida Not For Profit Corporation  
CENCLUB RECREATION MANAGEMENT, INC.

### Filing Information

<b>Document Number</b>	735324
<b>FEI/EIN Number</b>	65-0123144
<b>Date Filed</b>	03/18/1976
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	01/31/2020
<b>Event Effective Date</b>	NONE

### Principal Address

c/o Century Village East Clubhouse  
2400 Century Blvd.  
Deerfield Beach, FL 33442

Changed: 02/14/2019

### Mailing Address

c/o Century Village East Clubhouse  
Attn: Rita Pickar  
2400 Century Blvd.  
Deerfield Beach, FL 33442

Changed: 02/14/2019

### Registered Agent Name & Address

BECKER & POLIAKOFF, P.A.  
ALLEN M. LEVINE, ESKQUIRE  
1 EAST BROWARD BLVD. #1800  
FORT LAUDERDALE, FL 33301

Address Changed: 03/04/2020

### Officer/Director Detail

#### **Name & Address**

Title D

PICKAR, RITA  
1063 OAKRIDGE F  
DEERFIELD BEACH, FL 33442

Title D

RAYMOND, PHILIP  
200 LYNDHURST M  
DEERFIELD BEACH, FL 33442

Title D

BAIMEL, JAY R  
4058 LYNDHURST N  
DEERFIELD BEACH, FL 33442

Title D

RACKMAN, MICHAEL  
1041 BERKSHIRE C  
DEERFIELD BEACH, FL 33442

Title D

DOVE, SUSAN  
19 TILFORD B  
DEERFIELD BEACH, FL 33442

Title Director

D'Amico, Beverly  
39 Tilford B  
Deerfield, FL 33442

Title Director

Spitzer, Stanley  
203 Richmond A  
Deerfield Beach, FL 33442

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2018	12/11/2018
2019	02/14/2019
2020	03/04/2020

### Document Images

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<a href="#">05/01/1995 -- ANNUAL REPORT</a>	View image in PDF format



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## Events

### CENCLUB RECREATION MANAGEMENT, INC.

**Document Number** 735324  
**Date Filed** 03/18/1976  
**Effective Date** None  
**Status** Active

Event Type	Filed Date	Effective Date	Description
NAME CHANGE AMENDMENT	01/31/2020		OLD NAME WAS : CENCLUB HOMEOWNERS ASSOCIATION, INC.

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## Detail by Entity Name

Foreign Profit Corporation  
TRUIST BANK

### Filing Information

<b>Document Number</b>	F01000002368
<b>FEI/EIN Number</b>	56-1074313
<b>Date Filed</b>	05/03/2001
<b>State</b>	NC
<b>Status</b>	ACTIVE
<b>Last Event</b>	NAME CHANGE AMENDMENT
<b>Event Date Filed</b>	12/10/2019
<b>Event Effective Date</b>	NONE

### Principal Address

214 North Tryon Street  
Charlotte, NC 28202

Changed: 05/28/2020

### Mailing Address

c/o Katrina D Ramey  
200 West Second Street  
3rd Floor  
Winston-Salem, NC 27101

Changed: 05/28/2020

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Officer/Director Detail

#### **Name & Address**

Title VP

Ramey, Katrina D.  
214 North Tryon Street  
Charlotte, NC 28202

Title Secretary

Fitzsimmons, Ellen M.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

King, Kelly S.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Patton, Charles A.  
214 North Tryon Street  
Charlotte, NC 28202

Title CEO

King, Kelly S.  
214 North Tryon Street  
Charlotte, NC 28202

Title CFO

Bible, Daryl N.  
214 North Tryon Street  
Charlotte, NC 28202

Title President

Rogers Jr., William H.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Banner, Jennifer S.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Cablik, Anna R.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Qubein, Nido R.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Skains, Thomas E.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Boyer Jr., K. David  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Thompson, Thomas N.  
214 North Tryon Street  
Charlotte, NC 28202

Title Assistant Corporate Secretary

Ramey, Katrina D.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Sears, Christine  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Maynard, Easter A.  
214 North Tryon Street  
Charlotte, NC 28202

Title Treasurer

Goodrich, Donna C.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Graney III, Patrick C.

214 North Tryon Street  
Charlotte, NC 28202

Title Director

Bundy Scanlan, Agnes  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Clement, Dallas S.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Donahue, Paul D.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Garcia, Paul R.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Morea, Donna S.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Ratcliffe, David M.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Scruggs Jr., Frank P.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Tanner, Bruce L.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Voorhees, Steven C.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Rogers Jr., William H.  
214 North Tryon Street  
Charlotte, NC 28202

Title Director

Haynesworth, Linnie M.  
214 North Tryon Street  
Charlotte, NC 28202

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
2019	03/20/2019
2019	08/21/2019
2020	05/28/2020

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[10/28/2003 -- REINSTATEMENT](#)

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[09/08/2002 -- ANNUAL REPORT](#)

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[05/03/2001 -- Foreign Profit](#)

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## Events

### TRUIST BANK

**Document Number** F01000002368  
**Date Filed** 05/03/2001  
**Effective Date** None  
**Status** Active

Event Type	Filed Date	Effective Date	Description
NAME CHANGE AMENDMENT	12/10/2019		OLD NAME WAS : BRANCH BANKING AND TRUST COMPANY

[Return to Detail Screen](#)

75- 43271

18.90  
18.15

WARRANTY DEED

THIS WARRANTY DEED, made this 28<sup>th</sup> day of February 19 75 , by and between CENTURY VILLAGE EAST, INC., a Florida corporation, as Grantor, of the County of Broward and State of Florida, Party of the First Part, and IRMA B. HENDERSON, a widow as Grantee, whose Post Office Address is: Apt. 4006, DURHAM A Century Village Century Boulevard Deerfield Beach, Florida 33441 Party of the Second Part:

W\_I\_T\_N\_E\_S\_S\_E\_T\_H\_:

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

Condominium Parcel No. 4006 of DURHAM A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book 6072, at pages 451 thru 550, inclusive, of the Public Records of Broward County, Florida.

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

1. Taxes for the year 1975 , and subsequent years.
2. Conditions, restrictions, limitations and easements of record.
3. The Declaration of Condominium and Exhibits attached thereto, recorded in Official Records Book 6072, at pages 451 thru 550 , inclusive, of the Public Records of Broward County, Florida.
4. The Long Term Lease as to certain recreational facilities, a copy of which is attached to the aforescribed Declaration of Condominium as Exhibit No. 2, which Lease has been contemporaneously entered into by the Grantee(s) herein, an executed Memorandum of which is attached hereto as Exhibit "A".
5. That certain Master Management Agreement for the management of certain community services and facilities, a copy of which is attached to the aforescribed Declaration of Condominium as Exhibit No. 6, which Master Management Agreement has been contemporaneously executed by the Parties therein specified, an executed Memorandum of which is attached hereto as Exhibit "B".

This Instrument Was Prepared by:  
Levy, Plisco, Perry & Reiter  
by: Robert Lee Shapiro  
Flagler Court Bldg.  
West Palm Beach, Florida 33402

Return to Lois Landino  
Closing Executive  
Century Village East  
Century Boulevard  
Deerfield Beach, Fla. 33441

75 MAR 13 PM 3:41

OFF REC: 6135 Page 944

2008

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

IN WITNESS WHEREOF, the said CENTURY VILLAGE EAST, INC., a Florida corporation, has caused these presents to be executed by its duly authorized officers and its Corporate Seal affixed, all on the day and year first above written.

Signed, sealed and delivered in the presence of:

A. Jean McLaughlin  
Maxine Mayer

CENTURY VILLAGE EAST, INC. (Seal)  
By: Anita M. Patrick Vice President (Seal)  
Attest: Lois Landino Secretary (Seal)

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss.

The foregoing instrument was acknowledged before me by Anita M. Patrick and Lois Landino, Vice President and Secretary, respectively, of CENTURY VILLAGE EAST, INC., a Florida corporation, on behalf of the corporation.

WITNESS my hand and official seal in the City of Deerfield Beach, said County and State, this 28 day of Feb, 1975.

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Nov. 26, 1977  
Bonded by American Fire & Casualty Co.

A. Jean McLaughlin (Seal)  
NOTARY PUBLIC  
State of Florida at Large

ACKNOWLEDGMENT AND ACCEPTANCE BY GRANTEE

Grantee, by acceptance and execution of this Deed, acknowledges that this conveyance is subject in every respect to the Declaration of Condominium and Exhibits attached thereto, including, but not limited to, the Survey, the Long Term Lease, Articles of Incorporation of the Association, the By-Laws of the Association, the Management Agreement, the Master Management Agreement and all Amendments to the aforesaid Declaration and Exhibits; and Grantee further acknowledges having read and examined said Declaration and said Exhibits, and acknowledges

FLORIDA DOCUMENTARY STAMP TAX  
18.15  
MAR 14 '75 PD 11139

STATE OF FLORIDA DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
1803070  
MAR 13 '75 PD 11122 48.90

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that each and every provision of the foregoing is essential to the successful operation and management of said Condominium property in the best interest and for the benefit of all owners therein. Grantee covenants and agrees to abide by each and every provision of said Declaration of Condominium and Exhibits attached hereto. Grantee hereby ratifies, confirms and approves all of the terms and provisions of said Declaration of Condominium and Exhibits attached thereto and agrees that the rent under the Long Term Lease and the provisions thereof, the Management fee under the Management Agreement and the provisions thereof, and the Master Management fee under the Master Management Agreement and the provisions thereof, are reasonable, fair and equitable, and said Grantee acknowledges and confirms that by his execution of the Long Term Lease and Master Management Agreement he has encumbered and impressed a lien upon the Condominium parcel being conveyed by this Deed, as security for his obligations under said Long Term Lease and Master Management Agreement.

IN WITNESS WHEREOF, Grantee(s) have hereunto set their hands and seals, this 28th day of February, 1975.

Signed, sealed and delivered in the presence of:

Jewell J. Chapman  
Maxine Mayer  
 (two individual witnesses)

Irma B. Henderson (Seal)  
 Irma B. Henderson  
 \_\_\_\_\_ (Seal)

STATE OF Florida )  
 COUNTY OF Howard ) ss.

The foregoing instrument was acknowledged before me by Irma B. Henderson, a widow as GRANTEE(s).

WITNESS my hand and official seal in the State and County Last aforesaid, this 28th day of February, 1975.

My Commission Expires:  
 (impression seal)

A. Jean McLaughlin (Seal)  
 NOTARY PUBLIC  
 State of Florida at Large

Notary Public, State of Florida at Large  
 My Commission Expires Nov. 28, 1977  
 Bonded by American Fire & Casualty Co.

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MEMORANDUM OF LONG TERM LEASE

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

WHEREAS, CENTURY VILLAGE EAST, INC., a Florida corporation, as LESSOR, and DURHAM A CONDOMINIUM ASSOCIATION, as LESSEE ASSOCIATION, did enter into that certain Long Term Lease Agreement as recorded in Official Record Book 6072, at page 487, Public Records of Broward County, Florida, for the lease of certain demised premises more fully described in Paragraphs 2. and 3. thereof; and

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

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

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

1. That the INDIVIDUAL LESSEE herein, by the execution of a duplicate of the original Long Term Lease recorded in Official Record Book 6072, at page 487, Public Records of Broward County, Florida, and this Memorandum of Long Term Lease, acknowledges that he has had adequate opportunity to read the Declaration of Condominium, and Exhibits attached thereto, including the above-described Long Term Lease attached thereto as Exhibit No. 2., and agrees to be bound by the terms and provisions of all of them. Said INDIVIDUAL LESSEE acknowledges that he fully understands the nature of said Long Term

EXHIBIT "A".

This Instrument was  
Prepared by:  
Levy, Plisco, Perry & Reiter  
By: Robert Lee Shapiro  
Flagler Court Bldg.  
West Palm Beach, Florida 33402

OFF. REC. 6135 PAGE 947

Lease and the obligations thereof, including the payment of rents due thereunder. Said INDIVIDUAL LESSEE also realizes that his obligations under said Long Term Lease are secured by a lien therein described against said INDIVIDUAL LESSEE'S Condominium unit and property, to-wit:

Condominium Parcel No. 4006, of DURHAM A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book 6072, at pages 451 thru 530, inclusive, of the Public Records of Broward County, Florida; together with a lien on all tangible personal property, including furniture, furnishings, fixtures, appliances, equipment and goods now or hereinafter located upon or within such Condominium Parcel.

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

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

(b) Covenant and agree to do all things possible to assure that the LESSEE ASSOCIATION performs the promises, duties and undertakings required to be performed by it under the terms and provisions of said Lease.

(c) Ratify and confirm each and every term and provision of said Lease as being reasonable, in the best interest of and for the benefit of the LESSEE ASSOCIATION, its Members, and himself, as INDIVIDUAL LESSEE.

(d) Ratify and affirm the acts of the LESSEE ASSOCIATION in executing the original of said Lease and agrees that the Officers of the LESSEE ASSOCIATION, in executing said Lease, have not breached any duties and obligations to the LESSEE ASSOCIATION and/or its Members, and, further, does hereby agree that the fact that some of the Officers of the LESSEE ASSOCIATION executing the original of said Lease, are or may be Officers, Directors, Stockholders or Employees of LESSOR, shall not or cannot be construed as a breach of their duties or obligations to the Lessee Association, its Members or himself, as INDIVIDUAL LESSEE, or as grounds to invalidate the original Long Term

Lease hereinbefore described, or this Memorandum of Long Term Lease, in whole or in part.

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

IN WITNESS WHEREOF, the INDIVIDUAL LESSEE(S) have hereunto set their hands and seals this 28th day of February, 1975.

Signed, sealed and delivered in the presence of:

Lucy A. Chagnis

Irma B. Henderson (Seal)  
Irma B. Henderson

Maxine Mayer  
Witnesses as to Individual Lessee(s)

\_\_\_\_\_  
(Seal)

(INDIVIDUAL LESSEE(S))

STATE OF Florida  
COUNTY OF Grand

ss.

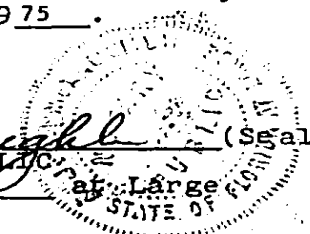
The foregoing instrument was acknowledged before me by Irma B. Henderson, a widow as INDIVIDUAL LESSEE(S).

WITNESS my hand and official seal in the State and County aforesaid, this 28th day of February, 1975.

My Commission Expires:  
(impression Seal)

A. Jean McLaughlin (Seal)  
NOTARY PUBLIC  
State of Fl. at Large

Notary Public, State of Florida at Large  
My Commission Expires Nov. 28, 1977  
Bonded by American Fire & Casualty Co.



OFF REC. 6135 PAGE 949

MEMORANDUM OF MASTER MANAGEMENT AGREEMENT

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

WHEREAS, CEN-DEER COMMUNITIES, INC., a Florida corporation, as MASTER MANAGEMENT FIRM, and the person or persons whose names are subscribed at the end of this Memorandum, as OWNER, did enter into that certain MASTER MANAGEMENT AGREEMENT, a copy of which is attached as Exhibit No. 6. to that certain Declaration of Condominium recorded in Official Record Book 6072, at pages 457 thru 550, inclusive, of the Public Records of Broward County, Florida; and

WHEREAS, it is the express purpose of said MASTER MANAGEMENT AGREEMENT to provide community services and facilities as therein specified and imposes obligations on the Parties thereto, which obligations run with OWNER'S Condominium Parcel and bind OWNER'S successors and assigns; and

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

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

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

2. That the term of said AGREEMENT shall commence as of the date hereof and shall have effect through December 31, 2072, provided, however, that the MASTER MANAGEMENT FIRM may, upon sixty (60) days written notice given to OWNER, terminate and cancel said MASTER MANAGEMENT AGREEMENT in accordance with the terms thereof.

EXHIBIT "B".

This Instrument was prepared by:  
Levy, Plisco, Perry & Reiter  
by: Robert Lee Shapiro  
Flagler Court Bldg.  
West Palm Beach, Florida 33402

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

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

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

Condominium Parcel No. 4006, of DURHAM A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Record Book 6072, at pages 451 thru 550, inclusive, of the Public Records of Broward County, Florida; together with a lien on all tangible personal property, including furniture, furnishings, fixtures, appliances, equipment and goods now or hereinafter located upon or within such Condominium Parcel.

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

IN WITNESS WHEREOF, the OWNER has hereunto set his hand and seal this 28th day of February, 1975.

Signed, sealed and delivered in the presence of:

Lucy J. Chagnin  
Maxine Mays  
(Two individual witnesses as to OWNER(s))

Irma B. Henderson (Seal)  
Irma B. Henderson

\_\_\_\_\_  
(Seal)

(OWNER(S))

STATE OF Florida )  
COUNTY OF Broward ) + ss.

The foregoing instrument was acknowledged before me by  
Irma B. Henderson, a widow  
as OWNER(S).

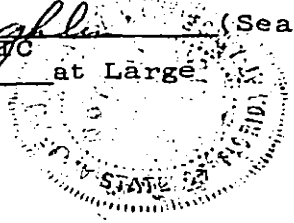
WITNESS my hand and official seal in the State and County  
aforesaid, this 25th day of February, 1975.

My Commission Expires:

(impression seal)

A. Jean McLaughlin (Seal)  
NOTARY PUBLIC  
State of Fl. at Large

Notary Public, State of Florida at Large  
My Commission Expires Nov. 23, 1977  
Bonded by American Fire & Casualty Co.



RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
R. R. KAUTH  
COUNTY ADMINISTRATOR

Prepared by *w/c 156*  
Amy Bernatek, an employee of *SHORT*  
First American Title Insurance Company  
4758 North Federal Highway  
Lighthouse Point, Florida 33064  
(954) 782-2282

Return to: Grantee

File No.: 1079-362922-688

## **WARRANTY DEED**

This indenture made on **November 18, 2003** A.D., by

**Beverly Mangini, an unmarried woman**

whose address is: **5601 NW 2nd Avenue #318, Boca Raton, FL 33487**  
hereinafter called the "grantor", to

**Shirley E. Dowling, a single woman**

whose address is: **4006 Durham A, Deerfield Beach, FL 33442**  
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Broward County, Florida**, to-wit:

**Condominium Parcel No. 4006 of DURHAM A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Record Book 6072 at Page 451 through 550, inclusive, of the Public Records of Broward County, Florida.**

Parcel Identification Number: **18202-DG-07800**

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

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

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

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2003.

**In Witness Whereof**, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Beverly Mangini  
Beverly Mangini

*Signed, sealed and delivered in our presence:*

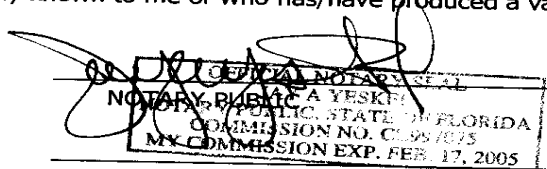
[Signature]  
Witness Signature  
Print Name: \_\_\_\_\_

Amy Bernatek  
Witness Signature  
Print Name: Amy Bernatek

State of **Florida**

County of **Broward**

**The Foregoing Instrument Was Acknowledged** before me on **November 18, 2003**, by **Beverly Mangini, an unmarried woman** who is/are personally known to me or who has/have produced a valid driver's license as identification.



Notary Print Name  
My Commission Expires: \_\_\_\_\_

CERTIFICATE OF APPROVAL  
OF

DURHAM A

CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY that SHIRLEY E DOWLING

has been approved by DURHAM A CONDOMINIUM ASSOCIATION, INC. as the  
A purchaser or transferee (check the appropriate space) of the following described real property  
in Broward County, Florida.  
Condominium Parcel No. 4006 of DURHAM A CONDOMINIUM, according to the  
Declaration thereof, recorded in Official Record Book 6072 at Page 451 through 550  
inclusive, of the Public Records of Broward County, Florida.

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

- "SUBJECT TO: The Long-Term Lease recorded in Official Records Book 6072 at page 487, Public Records  
of Broward County, Florida, which Long-Term Lease Grantees (Transferees) herein assume (if applicable), and Amendments  
thereto, if any."
- "SUBJECT TO: The Management Agreement to which the Grantees (Transferees) agree to be bound.
- "SUBJECT TO: The Master Management Agreement recorded in Official Records Book 6072 at Page 544, Public  
Records of Broward County, Florida, to which the Grantees (Transferees) herein agree to be bound."
- "SUBJECT TO: The Declaration of Condominium heretofore described and all the terms and conditions thereof to which the  
Grantees (Transferees) agree to be bound and Amendments thereto, if any."
- "SUBJECT TO: The Membership of Grantor in the Cenclub Homeowners Association, Inc., the obligation of which the  
Grantees (Transferees) hereby agree to assume and be bound hereby (if applicable)."

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

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

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

Signed, Sealed and Delivered  
IN THE PRESENCE OF:

Julie Goodman  
JULIE GOODMAN  
Katie Goodman  
KATIE GOODMAN  
STATE OF FLORIDA)  
COUNTY OF BROWARD)ss:

DURHAM A CONDOMINIUM  
ASSOCIATION, INC.

BY Roberta Shapiro  
PRESIDENT  
ATTEST Katie Goodman  
SECRETARY Director

BEFORE ME, the undersigned authority, personally appeared Roberta Shapiro  
and Jenny Shlam personally well known to me, and known to me to be the  
persons described in and who executed the foregoing instrument as President and Secretary, respectively, of  
DURHAM A Condominium Association, Inc., and they, and each of them, duly  
acknowledged before me that they executed such instrument as such officers of said Association, and that the  
said instrument is the free act and deed of said Association and was executed for the purposes therein expressed.  
WITNESS my hand and official seal in the State and County aforesaid  
this 18 day of November, 2003

Katie Goodman  
NOTARY PUBLIC STATE OF FLORIDA  
AT LARGE

(SEAL)

JULIE GOODMAN  
CENTURY MAINT. & MGMT.  
410 S. POWERLINE RD.  
DEERFIELD BEACH, FL 33442



This Instrument was prepared by and return to:  
Shira Groberg  
Commonwealth Land Title Insurance Company  
2300 Maitland Center Parkway, Suite 100  
Maitland, Florida 32751  
Claim # C035021

**CORRECTIVE WARRANTY DEED**

**THIS CORRECTIVE WARRANTY DEED** made this \_\_\_\_\_ day of \_\_\_\_\_, 2003 between Irma B. Henderson, an unmarried widow, whose Post Office Address is 1146 Wesley Mountain Drive, Apartment 410, Blairsville, GA 30512-2956 (Grantor") to Beverly Mangini, A Single Woman, whose mailing address is 5601 N.W. 2<sup>nd</sup> Avenue # 318 Boca Raton, Florida 33407 (Grantee).

(Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH**, that the Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) dollars and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms into the Grantee, all that certain land situate in Broward County, Florida, viz:

Condominium Unit No. 4006, of Durham A Condominium, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 6072, at Page 451 of the Public Records of Broward County, Florida.

**This Corrective Warranty Deed is given for the purpose of correcting that certain Warranty Deed dated January 3, 2002 by and between the parties hereto, recorded at Official Records Book 32655, Page 1913, of the Public Records of Broward County, Florida which Warranty Deed contained no legal description.**

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

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

**AND** the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except said land is subject to covenants, restrictions, and easements of record and all matters subsequent to December 31, 2001.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Gail Souther  
Witness Signature  
Name Printed: Gail Souther

Irma B. Henderson  
Irma B. Henderson  
1146 Wesley Mountain Drive, Apt 410  
Blairsville, GA 30512-2956

Pam Murray  
Witness Signature  
Name Printed: Pam Murray

STATE OF GA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10 day of NOV, 2003, by Irma B. Henderson, an unmarried widow who is personally known to me or who has produced in lie as identification.

Freda Nicholson  
Notary Public

FREDA NICHOLSON  
Printed Name of Notary

Commission Expires: ~~MY~~ **COMMISSION EXPIRES JULY 10, 2004**

NOTARY SEAL



This Instrument Was Prepared by  
 David Weisman  
 Abrams Anton P.A.  
 P.O. Box 229010  
 Hollywood, Florida 33022-9010

**INSTR # 100441905**  
**OR BK 30732 PG 0990**  
 RECORDED 08/03/2000 03:09 PM  
 COMMISSION  
 BROWARD COUNTY  
 DEPUTY CLERK 1012

**AGREEMENT AS TO OPTION EXERCISE DATE**

THIS Agreement is made and entered into as of July 17, 2000, by and between **CEN-CLUB HOME OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 100 Century Boulevard, West Palm Beach, Florida 33417, (the "Optionee") and **CVRF DEERFIELD LIMITED**, a Florida limited partnership, whose address is C/O Mr. Michael Korotkin, 919 Third Avenue, 41st Floor, New York, NY 10022(the "Owner").

**RECITALS**

- A. Owner is the Owner of certain real property in Broward County, Florida described in Exhibit "A" attached hereto (the "Recreational Facilities").
- B. The Recreational Facilities are the subject of a Ground Lease from the Owner to D.R.F., Inc. a Delaware corporation, described on Exhibit "B", (the "Underlease"), and further subject to a sub-lease (the "Long Term Lease") in favor of individual unit owners and condominium associations who are the users of the Recreational Facilities.
- C. The Long Term Lease contains an Option to Purchase in favor of Optionee, which is exercisable upon the expiration of the Long Term Lease on December 31, 2019 (the "Option").
- D. Optionee, **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.**, is the owner and holder of that certain Option to Purchase the Recreational Facilities dated December 20, 1976, by and between **CENTURY VILLAGE EAST, INC.** (as predecessor in interest to Owner) and **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.**
- E. The Option to Purchase the Recreational Facilities is also set forth as Schedule C to a Declaration of Restrictive Covenants filed March 16, 1976 in Official Records Book 6521, Page 151, of the Public Records of Broward County, Florida.
- F. The Option is not exercisable prior to December 31, 2019, the expiration of the Long Term Lease, and Optionee and Owner desire to confirm that fact and clarify the Option on this regard.

Now therefore, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt of which is hereby acknowledged, it is agreed as follows:

- 1. The above Recitals are true and correct and are incorporated in this Agreement as is set forth herein.

6

2. **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.** is the owner and holder of that certain Option to Purchase the Recreational Facilities dated December 20, 1976, by and between **CENTURY VILLAGE EAST, INC.** (as predecessor in interest to Owner) and **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.** for itself and its successors, assigns and all beneficiaries under the Option, confirms, agrees and acknowledges that **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.** shall have no right to exercise the Option to Purchase contained as an exhibit to the Long Term Lease prior to December 31, 2019, and set forth as Schedule C to a Declaration of Restrictive Covenants filed March 16, 1976 in Official Records Book 6521, Page 151, of the Public Records of Broward County, Florida
3. The Owner and D.R.F, INC. acknowledge that the Underlease is in full force and effect and no notices of default or termination have been served on anyone.
4. Owner, D.R.F., INC., and Optionee further acknowledge that the Long Term Lease is in full force and effect and no notice of default or termination have been served on anyone.
5. Optionee further represents that the sole Directors of **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.** are:

Mark F. Levy  
Karen Speir  
Daniel Cruz

and that, until **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.** acquires the Recreational Facilities, pursuant to the Option, only these Directors or such successors as are appointed by these Directors, all of whom shall be affiliates of **D.R.F., INC.**, shall have control of Optionee pursuant to the Articles of Incorporation of Optionee and pursuant to its By-Laws.

7. MISCELLANEOUS PROVISIONS -

- a. Counterpart Execution - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- b. Parties in Interest - Provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by, each of the parties to this Agreement, their heirs, executors, administrators, successors and other permitted assignees, if any.
- c. Authority - Each of the parties executing this Agreement represents and warrants that they have the authority to do so, and that such action has been duly authorized
- d. Construction - This Agreement shall be governed by the laws of the State of Florida.



e. Cooperation - The parties hereto agree to cooperate with one another in respect of this Agreement, including reviewing and executing any document necessary for the performance of this Agreement, to comply with law or as reasonably requested by any party hereto, or legal counsel to any party hereto.

**IN WITNESS WHEREOF**, the parties have caused this **AGREEMENT AS TO OPTION EXERCISE DATE** to be duly executed as of the date first written above.

**CEN-CLUB HOMEOWNERS ASSOCIATION, INC.**,  
a Florida not-for-profit corporation,

**CVRF DEERFIELD LIMITED**, a Florida limited partnership,

By: Mark F. Levy  
**MARK F. LEVY, Director**

By: **HOLROD REALTY HOLDING CORPORATION**  
General Partner

By: \_\_\_\_\_  
**KAREN SPEIR, Director**  
**President / Treasurer**

By: Ronald A. Nicholson  
**RONALD A. NICHOLSON,**  
**President**

By: \_\_\_\_\_  
**DANIEL CRUZ, Director**  
**Vice-President / Secretary**

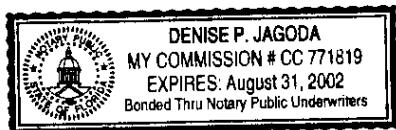
**D.R.F., INC.**  
By: Mark F. Levy  
**MARK. F. LEVY, President**

**Acknowledgments on Following Page**

W:\WPFR\0003\AGREEMENT AS TO OPTION EXERCISE DATE.wpd

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this July 21, 2000, by **MARK F. LEVY**, as Director of **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.**, and as President of **D.R.F. INC.** who  is personally known to me or who produced [ ] a driver's license or [ ] other: \_\_\_\_\_ as identification.



My Commission Expires: 8/31/02

Denise P. Jagoda  
Notary Public

e. Cooperation - The parties hereto agree to cooperate with one another in respect of this Agreement, including reviewing and executing any document necessary for the performance of this Agreement, to comply with law or as reasonably requested by any party hereto, or legal counsel to any party hereto.

**IN WITNESS WHEREOF**, the parties have caused this **AGREEMENT AS TO OPTION EXERCISE DATE** to be duly executed as of the date first written above.

**CEN-CLUB HOMEOWNERS ASSOCIATION, INC.,**  
a Florida not-for-profit corporation,


**CVRF DEERFIELD LIMITED**, a Florida limited partnership,

By:   
**MARK F. LEVY, Director**

By: **HOLROD REALTY HOLDING CORPORATION**  
General Partner

By:   
**KAREN SPEIR, Director**  
President / Treasurer

By:   
**RONALD A. NICHOLSON,**  
President

By:   
**DANIEL CRUZ, Director**  
Vice-President / Secretary

**D.R.F., INC.**

By:   
**MARK. F. LEVY, President**

**Acknowledgments on Following Page**

W:\WPFR\0003\AGREEMENT AS TO OPTION EXERCISE DATE.wpd

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this July \_\_\_\_, 2000, by, **MARK F. LEVY**, as Director of **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.**, and as President of **D.R.F. INC.** who [ ] is personally known to me or who produced [ ] a driver's license or [ ] other: \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this July \_\_\_\_, 2000, by **KAREN SPEIR**, as Director and President / Treasurer of **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.**, , who [ ] is personally known to me or who produced [ ] a driver's license or [ ] other: \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this July \_\_\_\_, 2000, by **DANIEL CRUZ**, as Director and Vice-President / Secretary of **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.**, , who [ ] is personally known to me or who produced [ ] a driver's license or [ ] other: \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this July 20, 2000, by **RONALD A. NICHOLSON**, as President of **HOLROD REALTY HOLDING CORPORATION**, as General Partner of **CVRF DEERFIELD LIMITED**, a Florida limited partnership, who [M] is personally known to me or who produced [ ] a driver's license or [ ] other: \_\_\_\_\_ as identification.

**HAZEL M. SVOZIL**  
Notary Public, State of New York  
No. 01SV5057742  
Qualified in New York County  
Commission Expires March 25, 2003

*Hazel M. Svozil*  
\_\_\_\_\_  
Notary Public, State of New York

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PALM BEACH

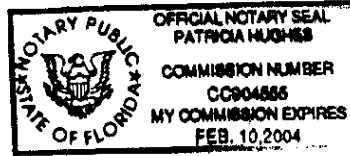
The foregoing instrument was acknowledged before me this July 20, 2000, by **KAREN SPEIR**, as Director and President / Treasurer of **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.**, who  is personally known to me or who produced  a driver's license or  other: \_\_\_\_\_ as identification.

*Patricia Hughes*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

*2-10-2004*

STATE OF FLORIDA  
COUNTY OF PALM BEACH



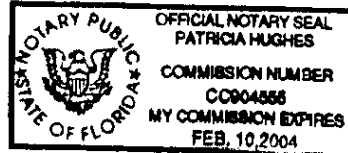
The foregoing instrument was acknowledged before me this July 20, 2000, by **DANIEL CRUZ**, as Director and Vice-President / Secretary of **CEN-CLUB HOMEOWNERS ASSOCIATION, INC.**, who  is personally known to me or who produced  a driver's license or  other: \_\_\_\_\_ as identification.

*Patricia Hughes*  
\_\_\_\_\_  
Notary Public

My Commission Expires:

*2-10-2004*

STATE OF NEW YORK  
COUNTY OF NEW YORK



The foregoing instrument was acknowledged before me this July 20, 2000, by **RONALD A. NICHOLSON**, as President of **HOLROD REALTY HOLDING CORPORATION**, as General Partner of **CVRF DEERFIELD LIMITED**, a Florida limited partnership, who  is personally known to me or who produced  a driver's license or  other: \_\_\_\_\_ as identification.

**HAZEL M. SVOZIL**  
Notary Public, State of New York  
No. 01SV5057742  
Qualified in New York County  
Commission Expires March 25, 2002

*Hazel M. Svozil*  
\_\_\_\_\_  
Notary Public, State of New York

My Commission Expires:

This instrument was prepared by:  
**KENNETH S. DIREKTOR, ESQ.**  
Becker & Poliakoff, P.A.  
1 East Broward Blvd., Suite 1800  
Ft. Lauderdale, FL 33301

**CERTIFICATE OF AMENDMENT TO THE  
BYLAWS AND ARTICLES OF INCORPORATION OF  
CENCLUB HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the **Declaration of Restrictive Covenants of Cenclub Homeowners Association, Inc.** has been duly recorded in the Public Records of Broward County, Florida, in Official Record Book **6521** at Page **151**; and

WHEREAS, the By-Laws and Articles of Incorporation are attached as Exhibits "D" and "E", respectively, thereto; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Cenclub Homeowners Association, Inc., a Florida not-for-profit corporation, held **December 4, 2019**, the aforementioned Bylaws and Articles of Incorporation were amended and restated pursuant to the provisions of said By-Laws and Articles of Incorporation.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated By-Laws and Amended and Restated Articles of Incorporation are a true and correct copy of the Amended and Restated Bylaws and Articles of Incorporation as approved unanimously by the board of Directors, **which shall be effective January 1, 2020.**

**SEE ATTACHED**

\* \* \* \* \*

WITNESS my signature hereto this 10 day of December, 2019, at Deerfield Beach, Broward County, Florida.

**CENCLUB HOMEOWNERS ASSOCIATION, INC.**

*Roni Jo Stirone*  
Witness  
Roni Jo Stirone  
(PRINT NAME)  
*Charles M. Burdman*  
Witness  
Charles M. Burdman  
(PRINT NAME)

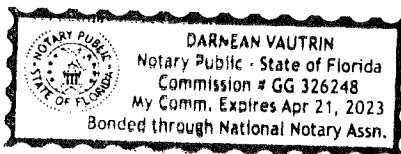
By: *Rita Pickar*  
Rita Pickar, President  
Attest *Michael Rackman*  
Michael Rackman, Secretary

STATE OF FLORIDA :  
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 10 day of December 2019, by Rita Pickar and Michael Rackman, as President and Secretary, respectively, of **Cenclub Homeowners Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

D Vautrin (Signature)

Darnean Vautrin (Print Name)  
Notary Public, State of Florida at Large



**AMENDED AND RESTATED BYLAWS OF  
CENCLUB HOMEOWNERS ASSOCIATION, INC.**

**THIS AMENDS AND RESTATES THE BYLAWS IN THEIR ENTIRETY  
EFFECTIVE JANUARY 1, 2020**

**PURPOSE**

The purpose of Cenclub Homeowners Association, Inc. (herein referred to as "Cenclub") is to promote and develop the common good and social welfare of its Members. To that end, Cenclub has or will exercise an option to purchase of certain real property (the "facilities") located in Deerfield Beach, Florida, in the project known as Century Village, Deerfield Beach, Florida (Century), as the same is described in Exhibit A hereto, as said description may be modified from time to time. The purchase option to acquire the facilities closed or is set to close on or before December 31, 2019. After that time, Cenclub will own, operate and maintain the facilities.

It is for the purposes enumerated herein and in the Articles of Incorporation that Cenclub was formed.

**ARTICLE I  
Officers**

Section 1. Executive Officers: The Executive Officers of Cenclub shall be a President, a Vice President, a Secretary, and a Treasurer. An individual may hold more than one office at one time except as prohibited by law. Officers shall be appointed by the Board of Directors. They shall take office immediately after election. All officers shall be members of the Board and Members of Cenclub.

Section 2. The President: Subject to the direction of the Board, the President shall be the Chief Executive Officer of Cenclub, and shall perform such other duties as from time to time may be assigned by the Board.

Section 3. The Vice President: The Vice President shall have such powers and perform such duties as may be assigned to him by the Board or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary: The Secretary shall keep the minutes of all proceedings of the Board, minutes of election meetings and such other records as the Board may direct, and shall perform all the duties incident to the office of Secretary, subject to the control of the Board and the President; and shall also perform such other duties as may be assigned by the President or by the Board. The records kept by the Secretary shall be at all times made available to the members of the Board upon request.

Section 5. The Treasurer: The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of Cenclub and shall perform all duties incident to the office

of Treasurer, subject to the control of the Board and the President. The Treasurer shall perform such other duties as may, from time to time, be assigned to by the Board or the President. If required by the Board, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum as the Board may require. Payment therefor shall be made by Cenclub.

Section 6. Subordinate Officers: The President, with the approval of the Board, may appoint such other officers and agents as the Board may deem necessary, who shall hold office at the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

Section 7. Removal: The officers of Cenclub shall serve at the pleasure of the Board and shall be deemed valid officers until the expiration of their terms or they are replaced by at least five (5) members of the Board. Vacancies shall be filled by a majority of a quorum of the Board as such vacancies arise.

## **ARTICLE II Board of Directors**

Section 1. Number of Board members: The business and affairs of Cenclub shall be managed by a Board of Directors which shall consist of seven (7) members. Board members shall serve until their successors are elected, they are disqualified or removed or they resign. The Board must be comprised of Members of Cenclub. Board members shall be elected by four hundred fourteen (414) Voting Representatives selected by the two hundred fifty-three (253) associations in Century Village East (Voting Representatives). Each association shall select its Voting Representatives in a manner that it determines, but each Voting Representative must be an owner of a Unit in the condominium operated by the association for which he or she serves as a Voting Representative. The four hundred fourteen (414) Voting Representatives shall be constituted as follows:

- (a) Each sixteen (16), twenty (20) and twenty-four (24) unit association shall select one (1) of its unit owners as a Voting Representative;
- (b) Each fifty-six (56) and sixty-four (64) unit building shall select three (3) of its unit owners as Voting Representatives;
- (c) Each seventy-two (72) and eighty (80) unit building shall select four (4) of its unit owners as Voting Representatives; and
- (d) Each ninety-six (96) unit building shall elect five (5) of its unit owners as Voting Representatives.

The election of Cenclub Board members may, at the option of the Board, be conducted by an election organization that is independent of Cenclub. For the Voting Representatives of any association to be entitled to vote, the President of the association, or if unavailable, the Vice President of the association, shall notify the Board or election organization as applicable, in writing and prior to January 1 each year, of the names of the Voting Representatives selected by the association. At the option of the Board, an election organization may determine both the manner in which the election is conducted and the notification procedure. Electronic voting shall be



permitted to the extent allowed by Florida statutes if it is implemented by the Board or election organization.

The present Board shall select three (3) of its members to serve three (3) year terms starting with the January 2020 election. At the January 2020 election, four (4) additional Board members shall be elected. The two (2) elected Board members with the largest numbers of votes shall serve two (2) year terms, and the two (2) elected Board members with the next largest numbers of votes shall serve one (1) year terms. Thereafter, in each year starting with the January 2021 election, Board members shall be elected for three (3) year terms to fill the positions of Board members whose terms have expired. A Board member whose term has expired may run for a new three (3) year term. There shall be no term limits on Board members.

Section 2. Executive Committee: The Board may elect from their number an Executive Committee consisting of not less than three (3) members of the Board, which committee shall have all the powers of the Board between Board meetings, regular or special. The President of the Corporation shall be a Member of and shall be chairman of the Executive Committee.

Section 3. Regular Meetings: The Board shall meet for the transaction of business at such place as may be designated from time to time.

Section 4. Special Meetings: Special Meetings of the Board may be called by the President or by three (3) members of the Board for any time and place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 5. Quorum: The Board shall act only as a Board, and the individual Directors shall have no power as such, except as expressly delegated by the Board. A majority of the Board in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise provided by these Bylaws or by law.

Section 6. Order of Business: The Board may from time to time determine the order of business at its meeting.

Section 7. Chairman: At all meetings of the Board, the President or, in the absence of the President, the Vice President, or in the absence of both, a Chairman chosen by the Board present, shall preside.

Section 8. Annual Report: After the Board is elected, the Board shall, after the close of each fiscal year, submit to the Members of Cenclub a report as to the condition of Cenclub and its property and shall submit also an account of the financial transactions of the past year.

Section 9. Vacancies in Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board, even if less than a quorum, shall have the power, by a majority vote of the remaining members, to elect a replacement to serve the unexpired term of the vacancy.

Section 10. Removal: Those Directors of Cenclub elected/appointed by the Board shall serve and shall be deemed valid Directors until the expiration of their terms or they are replaced by at least five (5) members of the Board.

### **ARTICLE III**

#### **Annual Elections, Meetings of Voting Representatives and Meetings of Members**

Section 1. Annual Meetings: There shall be an annual election of the Board in January at such place at the facilities as may be designated by the Board. Notice of said meeting shall be provided in the manner determined by the Board or an election organization that is independent of Cenclub if it is designated to conduct the election by the Board.

Section 2. Special Meetings of Members: Special meetings of the Members shall be held whenever called by the Board. Notice of each special meeting, stating the time, place, and in general terms the purposes or purpose thereof, shall be deemed given by posting in conspicuous locations at the Clubhouse, Century Village, Deerfield Beach, Florida, at least ten (10) days prior to the meeting.

Section 3. Proxy: Subject to the qualifications hereafter specified, every Voting Representative, as described in Article II above, may vote either in person or by proxy, or by an online voting process approved by the Board which complies with the requirements of Section 718.128, Florida Statutes, as the same may be renumbered or amended from time to time. Notwithstanding this voting method, Cenclub is not a condominium association.

Section 4. Quorum: At any meeting of the Voting Representatives, a quorum shall consist of at least seventy-five (75) of the four hundred fourteen (414) voting representatives, who may be present either in person or by proxy, or by online vote, as described in Section 3 of this Article, and a vote of a majority represented shall decide any question that may come before the meeting except for elections of the Board, which shall be decided by a plurality.

### **ARTICLE IV**

#### **Membership**

Section 1. Qualifications: All owners of residential units in Century Village shall be Members of Cenclub.

However, only designated Voting Representatives, as described in Section 1 of Article II of these Amended and Restated Bylaws, shall be entitled to vote.

Section 2. Members: A Member shall have no vested right, interest or privilege of, in, or to the assets, functions, affairs, or franchises of Cenclub, or any right, interest, or privilege which may be transferable or inheritable (except as an appurtenance to the member's unit) or which shall continue after Membership ceases, or while the Member is not in good standing.

Section 3. Membership Certificates; Memberships Not Transferable: The issuance of Membership certificates or identification cards, if any, shall be governed by the Board. No Membership or certificate of Membership may be sold, assigned, or transferred, voluntarily or by

will or by operation of law, except in conjunction with the transfer of title to the condominium unit.

For all Members who own units in Century, although such Membership is personal, it shall also attach to said unit and any appurtenance thereto, and shall be deemed to transfer automatically to any transferee of said unit who shall be bound by such Membership; provided, however, that no person holding any lien, mortgage, or other encumbrance on said unit shall be entitled, by virtue thereof, to Membership in Cenclub or to any of the rights or privileges of such Membership. Such transfer of Membership shall be confirmed by the acceptance of a deed from said Member.

Section 4. Termination of Membership: Whenever any Member shall cease to have all of the qualifications necessary for admission to Membership in Cenclub, as determined by the Articles of Incorporation, or these Bylaws, or as may be determined by the Board, then such Membership shall terminate.

Section 5. Waiver: No Member may avoid obligations by waiver of the use and enjoyment of the facilities or by an attempted termination of Membership, it being understood that Cenclub shall act in reliance of the performance of the obligations of the Membership.

**ARTICLE V**  
**Loss of Property**

Section 1. Neither Cenclub nor the Board shall be liable or responsible for the destruction or the loss of or damage to the property of any Member or the guest of any Member, or visitor, or other person.

**ARTICLE VI**  
**Assessments**

Section 1. The Board of Cenclub shall have the right and power to subject its Members, personally, and the property of its Members to annual maintenance charges, special assessment charges, capital improvement charges, reserve funds charges and charges for purchase of the facilities (collectively referred to as Assessments) as follows:

Each Member in Cenclub shall pay to Cenclub, in advance, Assessments attributable to Membership, and such payments shall be used by Cenclub for the purpose of paying the expenses of Cenclub. The Assessments will be delinquent when not paid within ten (10) days after the due date, and all delinquencies shall bear interest from the date thereof at the maximum rate allowable by law.

In the event that such Member does not pay such Assessments when due, Cenclub may assess, and the Member shall pay a late charge as determined from time to time by the Board.

In addition to the foregoing, in the event of a Member's default in the payment of Assessments, the Board may accelerate, and the Member shall pay, the full sum due and owing for the balance of the fiscal year.

In any proceeding arising because of an alleged failure of a Member or Cenclub to comply

with the requirements of the Chapter 617, Florida Statutes, these Bylaws, the Articles of Incorporation or the Rules and Regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and attorneys' fees at all trial and appellate levels, including attorney fees and costs to determine the amount of attorney's fees and costs and including pre-litigation attorney's fees and costs.

Each Member confirms a lien on the Member's unit for the purpose of securing all sums of money due hereunder and each Member recognizes that such lien is essential for the orderly and efficient operation of Cenclub.

Cenclub may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien. Cenclub is entitled to recover its attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments at all trial and appellate levels including attorney fees and costs to determine the amount of attorney's fees and costs and including pre-litigation attorney's fees and costs.

The Assessments may be adjusted from year to year by the Board as the needs of Cenclub in the judgment of the Board may require. Assessments shall be assessed equally against all Members, notwithstanding the fact that the Members may own different types of units or property, except in those cases where a special assessment is levied against certain Members because of their actions or special use of the premises.

## **ARTICLE VII**

### **Powers**

The Board shall, on behalf of Cenclub, have the following powers to operate the facilities after its acquisition by Cenclub:

(a) To cause to be hired, paid and supervised, all persons and entities necessary to be employed in order to properly maintain and operate the facilities. Those persons hired shall be the employees of Cenclub and those entities hired shall be independent contractors. The Board, in its absolute discretion, shall have the power to discharge any person or entity so hired, subject to any applicable contractual commitments.

(b) To maintain, repair, replace, alter, improve, add to, remove, or otherwise take any action with regard to the facilities.

(c) To take such action as may be necessary to comply or cause all persons using the facilities to comply with all laws, statutes, ordinances and rules of all appropriate governmental authorities, and the Rules and Regulations of the National Board of Fire Underwriters or its successor.

(d) To take all such action as may be necessary to comply or cause all persons using the facilities to comply with all Rules and Regulations governing the facilities (and the provisions of these Bylaws).

(e) To enter into contracts for vermin extermination and other services; to purchase or lease all tools, equipment, and supplies which shall be necessary to properly maintain and operate the facilities. All such contracts and purchases may be made in Cenclub's name.

(f) To cause to be placed or kept in force all insurance to fully insure the facilities, including casualty, and insure Cenclub and its Board members against liability; to act as Agent for Cenclub, each Member, and for each owner of any other insured interest; to adjust all claims arising under said insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive, on behalf of the insured parties, all insurance proceeds.

(g) To maintain Cenclub's financial record books, accounts and other records; to issue certificates of account to Members and their mortgagees and lienors without liability for errors, unless as a result of gross negligence. Such records shall be kept at the office of Cenclub and shall be available for inspection by the Members at such reasonable time as Cenclub shall agree. As standard procedure, Cenclub shall render to each Member, by conspicuous posting on the facilities, such statement as it deems advisable, if any, for each calendar year no later than April 1st of the following year. Cenclub shall perform a continuous internal audit of Cenclub's financial records for the purpose of verifying the same, but no independent or external audit shall be required or permitted except as herein provided.

(h) To maintain sufficient records to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it and the disbursement thereof. Such records shall be kept at the office of Cenclub and shall be available for inspection in accordance with the provisions of the foregoing.

(i) To adopt an annual budget sufficient to meet Cenclub's anticipated operating expenses and, in the discretion of the Board, accumulate reserves for non-recurring expenses. In the event that the Board, in accordance with its best estimate or past experience determines that, in accordance with the terms hereof, the assessments for expenses to be collected from the Members will vary from those previously collected, the Board will notify the Members thereof and the same shall be thereupon paid, as specified in said notice, until further notice of another change in assessments is given as herein provided.

(j) To deposit all funds collected from all sources in a special bank account or accounts of Cenclub in banks and/or savings and loan associations in the State of Florida, with suitable designation indicating their source. Provided, however, that all sums collected by Cenclub from assessments may be comingled in a single fund or divided into more than one fund, as determined by the Board. All assessment payments by a Member shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, and general or special assessments, in such manner and amounts as the Board determines, in its sole discretion.

(k) To supervise, operate, control, and manage the facilities; promulgate, adopt and amend rules and regulations as it deems advisable, in its sole discretion, for the use and occupancy of the facilities.

(l) To undertake investigations of prospective Members in accordance with the provisions of these Bylaws. Cenclub may charge a reasonable administrative fee for the investigation in addition to its remuneration hereunder as determined from time to time by the Board.

(m) In the event of a violation (other than non-payment of an assessment) by a Member of any of the provisions of the Articles of Incorporation, these Bylaws or Rules and Regulations adopted pursuant thereto, the Board shall have all the rights and powers of Cenclub to remedy such violation. If the Board deems it advisable not to act in any particular situation, the Board shall not be liable or responsible to any Member for the failure to so act. Under no circumstances shall said failure to act in any situation be deemed a waiver or indulgence of the right to act in that same or any other situation in the future.

(n) To retain and employ such professionals and other experts whose services may be reasonably required to effectuate the duties and powers herein on any basis as it deems most beneficial.

(o) The board shall have the power to fix, determine and collect, from time to time, the sums necessary and adequate to provide for the operation of the facilities and for any of the other purposes stated herein.

(p) To make and collect special assessments for such purposes and against such parties as the Board determines, to the same extent that the Board is permitted to do so in the Bylaws. Should an increase in the assessments or a special assessment be required during the year, the same shall be determined and collected by the Board from the Member or Members, as the case may be. The assessments as to each Member shall be made payable to Cenclub or such other firm or entity as the Board shall direct. The Board shall have the right to change the fiscal year of Cenclub.

(q) If any part of the facilities is damaged by casualty and it is determined that such property be reconstructed, the Board shall have Cenclub's responsibility of reconstruction. The cost of any said repair shall be a cost of operating Cenclub.

(r) To collect rent and all other charges under the long-term lease of the facilities after its acquisition, if applicable.

(s) The Board shall also have such general powers to do any other thing necessary or desirable, in the opinion of the Board, to keep the facilities neat and in good order, and to operate the same in such a manner which, in the opinion of the Board, may be of general benefit to the Members.

## ARTICLE VIII

### Lien

Cenclub shall have a lien on the units or dwelling of all Members to secure the payment of Assessments due and to become due, and the Members, their heirs, successors and assigns shall be personally liable for all such charges. The lien shall secure all Assessments, Special Assessments and other monetary obligations of the Members to Cenclub accrued as of the date the

lien is recorded and those which accrue after the lien is recorded, and until it is foreclosed by entry of a foreclosure judgment or until it is satisfied, as well as any costs and attorney's fees incurred by Cenclub enforcing the lien or the monetary obligation of the Member. The Claim of Lien shall be recorded in the Public Records of Broward County, Florida.

Upon demand, Cenclub shall furnish to any owner, mortgagee or person interested, a certificate showing the unpaid maintenance charges against any Member's land unit, provided that such certificates shall not be required or necessary until after January 1, 2020 or conveyance of the facilities, whichever is earlier.

The Board may, in its discretion, subordinate in writing, for limited periods of time, the liens of Cenclub against any unit for the benefit or better security of a mortgagee.

#### **ARTICLE IX Notice**

Section 1. Notice: Notice of Board meetings shall be posted at the main Clubhouse at least forty-eight (48) hours before the meeting and shall contain an agenda. Only Board members may attend and speak to agenda items, unless otherwise permitted by the Board. The Board may hold closed meetings when determined by the Board to be in the best interests of Cenclub. Such notice shall also be given to each Director by mail, electronic transmission or hand delivery at his or her address as the same appears on the books of Cenclub, which may be to such email address as the Director may designate for such purposes, and the time when such notice is sent shall be deemed the time of the giving of such notice.

Section 2. Notice of election meetings shall be given at least fourteen (14) days before the meeting and shall be delivered by posting conspicuously at the facilities and by mail, hand delivery or email to each Director and to each association in Century Village.

Section 3. Waiver of Notice: Any notice required to be given by these Bylaws may be waived by the person entitled thereto and shall be deemed waived by attendance at the meeting.

#### **ARTICLE X Fiscal Year**

Section 1. The fiscal year of Cenclub shall begin on the first day of January, and terminate on the 31st day of December of each year, unless otherwise designated by the Board.

#### **ARTICLE XI Indemnification**

Section 1. Indemnity: To the fullest extent permitted by Florida law:

(A) Cenclub shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a director, officer, committee member or employee of Cenclub or any person or entity for whom Cenclub is contractually obligated, against liability incurred in connection with such proceeding.

(B) Cenclub shall indemnify any person who is a party to any proceeding brought by or in the right of Cenclub, by reason of the fact that he or she is or was a director, officer, committee member or employee of Cenclub against liability incurred in connection with such proceeding.

(C) The foregoing indemnity shall include, without limitation, costs and legal fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

Section 2. Limitations: The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

Section 3. Inclusions: The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.

Section 4. Recovery of Expenses: Expenses incurred by any person entitled to indemnification hereby may, in the discretion of the Board, be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to Cenclub, subject to the obligation of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

Section 5. Non-exclusive: The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, Cenclub may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any Bylaw or agreement, to the extent permitted by law.

Section 6. Application for Indemnity: Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

## **ARTICLE XII Amendments**

Amendments to these Bylaws may be proposed and adopted in the manner set forth as follows:

Section 1. Proposal: Amendments to these Bylaws may be proposed by the Board acting upon vote of the majority of the directors.

Section 2. Call for Meeting: Upon any amendment or amendments to these Bylaws being proposed by said Board members, such proposed amendment or amendments shall be transmitted to the full Board, who shall thereupon call a Special Meeting of the Members of the



Board for a date not sooner than two (2) days or later than sixty (60) days from receipt of such proposed amendment or amendments. It shall be the duty of the Secretary to give each Board member written or printed notice of such meeting.

Section 3. Vote Necessary: In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of at least five (5) members of the Board.

### **ARTICLE XIII Enforcement**

Each Member and every occupant, lessee, guest, or invitee of a Member shall be governed by and shall comply with the terms of any rules and regulations adopted by the Board (and the Board is hereby empowered to make and amend Rules and Regulations from time to time with regard to the use of the Facilities). Cenclub shall be entitled to the following relief in the event of violations of such rules and regulations:

Section 1. Negligence. A Member shall be liable to Cenclub for the expense of any maintenance, repair or replacement to the Facilities, including, but not limited to, the personal property of Cenclub made necessary by his or her violation of any portion of the Rules and Regulations or by his or her negligence or intentional misconduct, or by that of any member of his or her family or his or her occupants, tenants, guests, or invitees. Any sums due Cenclub by a Member under this Section shall be secured by a lien which shall be enforceable in the same manner as the lien provided for in Article VIII of these Bylaws.

Section 2. Fines. In addition to all other remedies provided hereunder, in the event a Member or anyone for whom a Member is responsible fails to comply with a provision of the rules and regulations, Cenclub shall have the right to impose a fine against the Member. The amount of any fine shall be determined by the Board of Directors of Cenclub, but in any event shall not exceed the maximum amount permitted by applicable law, if any.

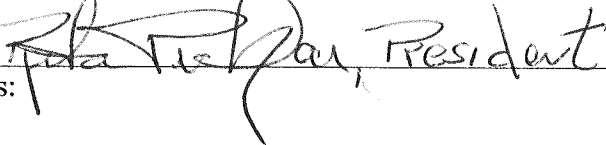
Section 3. Suspension of Use Rights. In addition to all other remedies provided hereunder, Cenclub shall have the right to suspend the rights of any Member and his or her occupants, tenants, guests, or invitees, to use any portion of the Facilities during any period of time during which the Member is delinquent in the payment of any financial obligation owed to Cenclub or in the event a Member or anyone for whom a Member is responsible fails to comply with a provision of the rules and regulations.

Section 4. Costs and Legal Fees. In any proceeding arising because of an alleged failure of a Member to comply with the Rules and Regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable legal fees (including appellate legal fees).

Section 5. No Waiver of Rights. The failure of Cenclub to enforce any rule or regulation, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 6. Election of Remedies. All rights, remedies and privileges granted to Cenclub pursuant hereto shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be provided hereunder, by the Articles of Incorporation or by applicable law.

CENCLUB HOMEOWNERS ASSOCIATION, INC.

By  Resident  
Its:

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
CENCLUB HOMEOWNERS ASSOCIATION, INC.  
(A FLORIDA NOT-FOR-PROFIT CORPORATION)**

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these ARTICLES OF INCORPORATION, set forth:

**I.**

The name of this corporation is Cenclub Homeowners Association, Inc. which shall hereinafter be referred to herein as "Cenclub" or the "Corporation."

**II.**

The purpose for which Cenclub is organized is solely to provide an entity to acquire, own and operate those certain recreational facilities at Century Village, Deerfield Beach, Florida, more particularly described in Exhibit "A" to the Bylaws of Cenclub (hereinafter the "facilities") and as further provided in the Bylaws and to exercise Cenclub's contractual option to acquire and operate the facilities.

**III.**

Cenclub shall have the following powers:

1. Cenclub shall have all of the powers and privileges granted to corporations not for profit by Chapter 617, Florida Statutes, as the same may be renumbered or amended from time to time.

2. Cenclub shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to:

(a) To make, establish and enforce rules and regulations governing the use of the facilities and all property owned and/or operated by Cenclub.

(b) To levy and collect assessments against the Members of Cenclub to pay all the expenses of Cenclub including, but not limited to, the provision of insurance, the acquiring, operating, leasing, managing and otherwise dealing with the facilities and all other property of Cenclub, whether real or personal, which may be necessary or convenient for the operation and management of Cenclub, and to do all things necessary to accomplish the purposes set forth in

these Articles of Incorporation, the Bylaws of Cenclub and the contractual commitments of Cenclub.

(c) To manage, maintain, insure, equip, improve, repair, reconstruct, pay taxes and expenses, replace, alter and operate Cenclub and its facilities and property and to contract with others for such purposes.

(d) To contract for the management of the facilities and all property owned and/or operated by Cenclub and to delegate to such management all or any part of the powers and duties of Cenclub.

(e) To enforce the provisions of Cenclub's Articles of Incorporation, Bylaws and the Rules and Regulations governing the use of the facilities and all property owned and/or operated by Cenclub.

(f) To enter into agreements for the use of the facilities with such persons or entities as it deems proper.

(g) To grant easements, licenses, etc. over and across all property owned and/or operated by Cenclub.

(h) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon Cenclub.

(i) To enter into agreements whereby Cenclub acquires real and personal property for the enjoyment, recreation or other use or benefit of its Members residing in the development known as Century Village, Deerfield Beach, Florida.

#### IV.

The qualification of Members, the manner of their admission, termination of such Membership, and voting by members ("Member") shall be as follows:

1. The owners ("Unit Owner") of all residential units ("Unit") in Century Village, Deerfield Beach, Florida ("Century Village") shall be Members of Cenclub, and no other persons or entities shall be entitled to Membership.

2. The Membership of any party shall be automatically terminated upon being divested of title to all residential units owned by such Member in Century Village provided, however, that said Membership shall run with the land and shall automatically transfer to the grantee thereof as an appurtenance to such Unit. Membership is nontransferable except as an appurtenance to and shall automatically transfer with title to and shall bind all future owners of such Unit.

3. On all matters on which the Membership shall be entitled to vote, each Member shall have one vote for each Unit owned by such Member. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Bylaws hereinafter adopted by Cenclub.

4. Persons other than Unit Owners may not be admitted to Membership in Cenclub.

5. Until such time as the facilities which Cenclub is intended to operate are conveyed to Cenclub by the execution and delivery of the deed of conveyance, the voting Membership of Cenclub shall be comprised of the Board of Directors of Cenclub, each of whom shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote as provided in the Bylaws.

6. Membership in Cenclub, including both the benefits and obligations thereof, shall run with a Member's Unit and shall, without further instrument, be deemed transferred automatically as an appurtenance thereto to any subsequent transferee of said Unit and said subsequent transferee shall be entitled to the benefits and be bound by the obligations of such Membership.

**V.**

Cenclub shall have perpetual existence.

**VI.**

The principal office of Cenclub shall be located in the Century Village Clubhouse located on a portion of that property defined herein as Cenclub. The registered office of the Association shall be located at Becker & Poliakoff, P.A., 1 East Broward Blvd., Suite 1800, Ft. Lauderdale, Florida 33301, and the registered agent at such address shall be Allen M. Levine, Esq.

**VII.**

The affairs of Cenclub will be managed by a Board of Directors ("Board") consisting of seven (7) directors who must be Members of Cenclub.

Directors of Cenclub shall be elected in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

There shall be an election of directors held in January 2020, which shall be conducted in the manner provided in the Bylaws. The directors named in these Articles shall serve until the time provided in the Bylaws and any vacancies in their number occurring before the January 2020 election shall be filled by the remaining directors as provided for in the Bylaws of Cenclub.

The names and addresses of the members of the current Board of Directors who shall hold office until their successors are elected and have qualified, or until they resign or are removed, are as follows:

<u>Name</u>	<u>Address</u>
RITA PICKAR	1063 Oakridge F, Deerfield Beach, FL 33442
PHILIP RAYMOND	200 Lyndhurst M, Deerfield Beach, FL 33442

JAY R. BAIMEL	4058 Lyndhurst N, Deerfield Beach, FL 33442
MICHAEL RACKMAN	1041 Berkshire C, Deerfield Beach, FL 33442
SUSAN DOVE	19 Tilford B, Deerfield Beach, FL 33442
MARJORIE CAMPBELL	4019 Ellesmere B, Deerfield Beach, FL 33442
CAROLYN W. DAVIS	145 Grantham C, Deerfield Beach, FL 33442

#### VIII.

The officers of Cenclub shall serve at the pleasure of the Board of Directors and shall be deemed valid officers until replaced by the Board of Directors.

The Board shall have the power to create such additional officerships as authorized in the Bylaws.

#### IX.

Cenclub shall indemnify its officers and directors as provided in the Bylaws.

#### X.

Amendments to these Articles of Incorporation may be proposed and adopted in the manner set forth below:

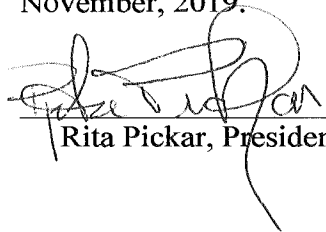
1. PROPOSAL. Amendments to these Articles may be proposed by the Board acting upon vote of the majority of the total number of directors.

2. CALL FOR MEETING. Upon any amendment or amendments to these Articles being proposed by said Board members, such proposed amendment or amendments shall be transmitted to the full Board, who shall thereupon call a Special Meeting of the Members of the Board for a date not sooner than two (2) days or later than sixty (60) days from receipt of such proposed amendment or amendments. It shall be the duty of the Secretary to give each Board Member written or printed notice of such meeting. The amendment must be approved by an affirmative vote of at least five (5) Members of the Board.

#### XI.

A Unit Owner's Membership interest cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit, subject to these Articles and the Bylaws. The funds and assets of Cenclub shall belong solely to Cenclub, subject to the limitation that the same be expended, held, or used for the benefit of the Membership and for the purposes authorized in these Article and the Bylaws of Cenclub.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 10 day of November, 2019.

  
\_\_\_\_\_  
Rita Pickar, President

Prepared by and return to:  
Michael Boutzoukas, Esq.  
Becker & Poliakoff, P.A.  
1511 N. Westshore Blvd., Ste. 1000  
Tampa, FL 33607

**SPECIAL WARRANTY DEED**

**THIS DEED**, made this 31st day of December, 2019, **CVRF DEERFIELD, LIMITED**, a **Florida limited partnership**, whose mailing address is 117 W. 72<sup>nd</sup> Street, Suite 5W, New York, NY 10023-3204 as “GRANTOR,” and **CENCLUB HOMEOWNERS ASSOCIATION, INC.**, a **Florida not-for-profit corporation**, whose mailing address is c/o Century Village East Clubhouse 2400 Century Blvd., Deerfield Beach, FL 33442, as “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.)

**WITNESSETH:**

The GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid to GRANTOR by said GRANTEE, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE the following described real property, and rights and interest in real property located and situated in the County of Broward and State of Florida, to wit:

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF (the “Property”).

This Deed is executed in connection with that certain option agreement, as described in that Option Contract for Sale and Purchase, attached as Schedule C to the Declaration of Restrictive Covenants recorded in Official Records Book 6521, Page 151, as assigned and amended, of the public records of Broward County, Florida, (the “Agreement”), dated December 20, 1976 (“Option Agreement:”), as thereafter amended.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2020 and years subsequent thereto.
2. All matters of record in the Public Records of Broward County, including, without limitation, declarations, plats, covenants, conditions, reservations, restrictions, dedications and easements of record.
3. Zoning and/or other restrictions and prohibitions imposed by governmental authority.
4. Public utility easements of record.



5. Terms and conditions of the long-term recreational facilities leases, including but not limited to that certain Long Term Lease recorded in Official Records Book 6521, Page 167, and amendments recorded in Official Records Book 6065, Page 850, Official Records Book 8491, Page 483 and Official Records Book 9642, Page 1, as assigned by Century Village to CRVF Deerfield, Limited, a Florida limited partnership in Official Records Book 9987, Page 460, all of the Public Records of Broward County, Florida, as amended ("Long Term Lease") and all leases affecting the Property entered into prior to the Long Term Lease ("Long Term Leases").

6. Options to purchase the Property set forth in the Long Term Leases.

7. Subject to master management agreement providing for provisions of community facilities in accordance with such individual contracts between residents of Century Village, Deerfield Beach, Florida and the Master Management Firm defined therein and Century Village East, Inc.

8. Any franchise, concession or other agreements affecting said Property.

9. Terms and conditions of the Option Agreement for Sale and Purchase between Century Village East, Inc. and Cenclub Homeowners Association, Inc. contained in Schedule C to the Declaration of Restrictive Covenants recorded in Official Records Book 6521, Page 151, Amendments recorded in Official Records Book 6881, Page 589, Official Records Book 7420, Page 539 and in Official Records Book 9977, Page 1 re-recorded in Official Records Book 9987, Page 399, and assigned to CVRF Deerfield, Limited, a Florida limited partnership recorded in Official Records Book 9987, Page 494, as affected by Agreement as to Option Exercise Date recorded in Official Records Book 30732, Page 990, all of the Public Records of Broward County, Florida ("Option Agreement").

9. That certain purchase money mortgage encumbering the Property, and executed contemporaneously herewith by GRANTEE in favor of GRANTOR and recorded in the Public Records of Broward County, Florida (the "Purchase Money Mortgage").

10. That certain declaration of restrictive covenants restricting the use of the Property to recreational purposes only for a period of ninety-nine (99) years executed contemporaneously herewith and recorded in the Public Records of Broward County, Florida.

11. GRANTEE hereby acknowledged and reaffirms each of the continuing covenants (each a "Continuing Covenant" and collectively referred to as the "Continuing Covenants") set forth in Section 28 of the Option Agreement except that, other than the Purchase Money Mortgage, there are no mortgage or like security instruments affecting the Property as described in Section 28(b), and Section 28(d) shall have no application after closing.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

The GRANTOR hereby specially warrants the title to the said real property, and will defend the same, against the lawful claims of all persons claiming by, through or under the said GRANTOR.

GRANTOR and GRANTEE covenant and agree that it is not the intention of the parties that a merger of title be effected by this conveyance, and the interest of Grantee as Landlord by assignment of the Long Term Leases under that certain Assignment and Assumption of Leases of even date herewith, which Long Term Leases shall remain in full force and effect and may be enforced upon by Grantee as provided for in each of said Leases so assigned as to all sublessees, users and occupants of the above-described property.

GRANTEE, by acceptance and recordation of this Special Warranty Deed, expressly and specifically approves, accepts, covenants and agrees to be bound by and to assume performance of all of the applicable provisions and requirements set forth in the recorded Declaration of Condominium described above and all amendments and/or supplements thereto, which provisions and requirements are acknowledged by Grantee to be reasonable, fair, and all of which are incorporated herein by this reference.

[SIGNATURES AND EXHIBIT "A" TO FOLLOW]

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed by its duly authorized representative on the day and year first above written.

Signed, sealed and delivered  
in the presence of

Leslie Giasi  
Witness signature

Leslie Giasi  
Witness print name

Arnold W Mazel  
Witness signature

\_\_\_\_\_  
Witness print name

CVRF DEERFIELD, LIMITED,  
a Florida limited partnership

By: HOLROD REALTY HOLDING CORPORATION, a New York corporation, its General Partner

By: James A. Nicholson, President

STATE OF NEW YORK

COUNTY OF New York

On this 27 day of December, 2019, before me, the undersigned notary public, appeared James A. Nicholson, as president of Holrod Realty Holding Corporation, a New York corporation, the general partner of CVRF Deerfield, Limited, a Florida limited partnership, and who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument to be the individual whose name is subscribed to within.

Arnold W Mazel  
Notary Public  
Printed Name: Arnold Mazel

ARNOLD I MAZEL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02MA5057099  
Qualified In Queens County  
My Commission Expires 03-18-2022

[Seal]

SPECIAL WARRANTY DEED

**EXHIBIT A**

Legal description of the Property:

**Parcel 1:**

**"CLUBHOUSE AREA"**

**A parcel of land in Sections 2 and 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being more specifically described as follows:**

**From the Southwest corner of said Section 2, bear North 01 degrees 15' 00" West, along the West line of said Section 2, a distance of 1980.75 feet to the Point of Beginning;**

**Thence, North 60 degrees 00' 00" East, a distance of 53.18 feet; thence, South 30 degrees 00' 00" East, a distance of 84.07 feet; thence, North 60 degrees 00' 00" East, a distance of 229.78 feet; thence, North 15 degrees 00' 00" West, a distance of 165.00 feet; thence, North 12 degrees 25' 42" East, a distance of 223.77 feet; thence, North 44 degrees 00' 00" East, a distance of 200.00 feet; thence, North 64 degrees 32' 51" East, a distance of 125.00 feet; thence, North 03 degrees 10' 00" West, a distance of 115.32 feet; thence, North 36 degrees 00' 00" East, a distance of 202.96 feet to a point on the Southerly right of way line of Century Boulevard; said right of way line being a curve concave to the North, having a delta angle of 29 degrees 52' 47", a radius of 1550.00 feet, a chord distance of 799.20 feet and whose center bears North 0 degrees 37' 46" West; thence, along the arc of said curve, a distance of 803.32 feet; thence, North 29 degrees 15' 01" East, a distance of 10.00 feet; thence, North 58 degrees 50' 23" West, a distance of 299.88 feet; thence, North 60 degrees 45' 00" East, a distance of 200.11 feet; thence, South 29 degrees 15' 00" West, a distance of 490.82 feet; thence, South 47 degrees 46' 20" East, a distance of 290.00 feet; thence, South 45 degrees 22' 44" East, a distance of 262.34 feet; thence, due South, a distance of 345.00 feet; thence, South 56 degrees 50' 33" East, a distance of 89.88 feet; thence, South 30 degrees 00' 00" East, a distance of 329.76 feet; thence North 60 degrees 00' 00" East, a distance of 128.30 feet to the Point of Beginning.**

**Parcel 2:**

**LEGAL DESCRIPTION FOR TENNIS COURTS**

**A parcel of land in the West one-half of Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:**

Begin at the intersection of the East line of the West one-half of said Section 2, with the Southerly right of way line of State Road No. 810, (a 100 foot road right of way);

Thence, bear South 01 degrees 14' 29" East, along the East line of said West one-half of Section 2, a distance of 1415.00 feet to the South boundary line of the Administration Building Parcel;

Thence, South 89 degrees 01' 04" West, along said South boundary line, a distance of 309.33 feet to the Point of Beginning;

Thence, continue South 89 degrees 01' 04" West, a distance of 100.00 feet; thence, North 00 degrees 58' 56" West, a distance of 118.50 feet; thence, North 89 degrees 01' 04" East, a distance of 100.00 feet; thence, South 00 degrees 58' 56" East, a distance of 118.50 feet to the Point of Beginning.

Parcel 3:

**LEGAL DESCRIPTION FOR LYNDHURST RECREATION AREA  
NORTH**

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15' 00" West, along the East line of said Section, a distance of 2636.99 feet;

Thence, due West, a distance of 1582.85 feet to the Point of Beginning.

Thence, South 11 degrees 40' 00" West, a distance of 115.50 feet; thence, North 78 degrees 20' 00" West, a distance of 35.00 feet; thence, South 11 degrees 40' 00" West, a distance of 35.00 feet; thence, North 78 degrees 20' 00" West, a distance of 128.46 feet to a point on the East right of way line of Century Boulevard South; thence, North 19 degrees 45' 00" West, along said right of way line, a distance of 147.39 feet;

Thence, North 70 degrees 15' 00" East, a distance of 140.17 feet; thence, South 56 degrees 30' 00" East, a distance of 130.00 feet to the Point of Beginning.

Parcel 4:

**LEGAL DESCRIPTION FOR LYNDHURST RECREATION AREA  
SOUTH**

**A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:**

**From the Southeast corner of said Section 3, bear North 01 degrees 15' 00" West, along the East line of said Section, a distance of 1217.05 feet to a point on a curve concave to the South, having a radius of 1690.00 feet, a central angle of 07 degrees 07' 01", a chord bearing of North 83 degrees 09' 43" West and a chord distance of 209.79 feet; said curve being the North right of way line of Century Boulevard South and said point being the Point of Beginning.**

**Thence, Westerly, along the arc of said curve, a distance of 209.92 feet to the end of said curve; thence, due North, a distance of 149.87 feet; thence, due East, a distance of 169.49 feet; thence, due South, a distance of 42.19 feet; thence, South 47 degrees 15' 00" East, a distance of 50.37 feet to a point on the East line of said Section 3, thence, South 01 degrees 15' 00" East, along said section line, a distance of 96.11 feet to a point on the North right of way line of Century Boulevard South and the Point of Beginning.**

**Parcel 5:**

#### **GRANTHAM RECREATION AREA**

**A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:**

**From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 1659.59 feet; Thence, due East, a distance of 680.84 feet to the Point of Beginning; Thence, continue due East, a distance of 74.49 feet to a point of curvature of a curve to the right, having a radius of 56.00 feet, a central angle of 150 degrees 00 minutes 00 seconds and a chord bearing of South 15 degrees 00 minutes 00 seconds East; Thence, Southerly, along the arc of saig curve, a distance of 146.61 feet to the Point of Tangency; Thence, South 60 degrees 00 minutes 00 seconds West, a distance of 55.50 feet to a point of curvature of a curve to the right, having a radius of 65.00 feet, a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing of North 75 degrees 00 minutes 00 seconds West; Thence, Westerly, along the arc of said curve, a distance of 102.10 feet to the Point of Tangency; Thence, North 30 degrees 00 minutes 00 seconds West; a distance of 28.24 feet to a point of curvature of a curve to the right, having a radius of 56.00 feet, a central angle of 120 degrees 00 minutes 00 seconds and a chord bearing of North 30 degrees 00 minutes 00 seconds East; Thence, Northerly, along the arc of said curve, a distance of 117.29 feet to the Point of Beginning.**

**Parcel 6:**

**ASHBY RECREATION AREA**

**A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:**

**From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 1562.73 feet; Thence, due East, a distance of 1640.26 feet to the Point of Beginning; Thence, North 55 degrees 00 minutes 00 seconds East, a distance of 184.77 feet; Thence, South 66 degrees 38 minutes 41 seconds East, a distance of 41.86 feet to a point on a curve concave to the Northwest having a radius of 1010.00 feet; a central angle of 18 degrees 24 minutes 01 seconds, a chord bearing of South 32 degrees 33 minutes 20 seconds West and a chord distance of 332.96 feet; said curve being the West right of way line of Century Boulevard South; Thence, Southwesterly, along the arc of said curve, a distance of 324.36 feet to the end of said curve; Thence, North 05 degrees 00 minutes 00 seconds West, a distance of 183.53 feet to the Point of Beginning.**

**Parcel 7:**

**DURHAM RECREATION AREA**

**A parcel of land located in Section 3, Township 48 South, Range 42 East, Broward County, Florida, described as follows:**

**From the Southeast corner of Section 3, proceed North 01 degrees 15 minutes 00 seconds West, a distance of 2685.49 feet, along the East line of said Section 3, to the East one-quarter corner; thence North 01 degrees 12 minutes 39 seconds West, along the East line of said Section 3, a distance of 1457.53 feet; thence due West, a distance of 30.52 feet to the Point of Beginning; thence, due South, a distance of 31.19 feet; thence South 76 degrees 22 minutes 45 seconds West, a distance of 174.42 feet to a point of curvature of a curve to the left, (curve Data: Delta Angle 30 degrees 00 minutes 00 seconds, Radius = 186.60 feet; Chord Bearing = South 64 degrees 22 minutes 45 seconds West; Chord Distance = 96.59 feet); thence, along the arc of the curve, a distance of 97.70 feet; thence South 49 degrees 22 minutes 45 seconds West, a distance of 50.00 feet; thence North 40 degrees 37 minutes 15 seconds West, a distance of 59.39 feet to a Point of Curvature of a curve to the left, (Curve Data: Delta Angle = 37 degrees 59 minutes 00 seconds; Radius = 132.52 feet; Chord Bearing = North 59 degrees 36 minutes 45 seconds West; Chord Distance = 86.25 feet); thence, along the arc of the curve, a distance of 87.85 feet; thence, North 11 degrees 45 minutes 40 seconds East, a distance of 39.99 feet; thence, South 78 degrees 14 minutes 20 seconds East, a distance of 36.00 feet; thence, North 11 degrees 45 minutes 40 seconds East, a distance of 17.50 feet; thence, due East, a distance of 362.59 feet to the Point of Beginning.**

**Parcel 8:**

**UPMINSTER RECREATION AREA**

**A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:**

**From the Southwest corner of Section 2, bears North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 2685.49 feet to the West quarter section corner of said Section 2; thence, North 01 degrees 12 minutes 39 seconds West, along said West line, a distance of 679.45 feet; thence, due East, a distance of 1751.67 feet to a point on a curve concave to the Northwest, having a radius of 920.00 feet, a central angle of 13 degrees 34 minutes 08 seconds, a chord bearing of North 32 degrees 48 minutes 24 seconds East and a chord distance of 188.59 feet; said curve being the East right of way line of Century Boulevard South and the Point of Beginning; thence, Northeasterly, along the arc of said curve, a distance of 188.92 feet to the end of said curve; thence, North 89 degrees 01 minutes 04 seconds East, a distance of 100.00 feet; thence, due South, a distance of 66.32 feet; thence, due West, a distance of 50.00 feet; thence, due South, a distance of 175.00 feet; thence, due West, a distance of 94.85 feet; thence North 35 degrees 15 minutes 00 seconds West, a distance of 99.30 feet to the Point of Beginning.**

**Parcel 9:**

**MARKHAM RECREATION AREA**

**A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:**

**From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said Section, a distance of 1335.97 feet; thence due West, a distance of 1396.95 feet to the Point of Beginning; thence South 15 degrees 40 minutes 00 seconds West, a distance of 179.13 feet; thence, South 22 degrees 40 minutes 00 seconds East, a distance of 154.01 feet; thence South 03 degrees 50 minutes 26 seconds West, a distance of 18.16 feet to a point on a curve concave to the North, having a radius of 470.00, a central angle of 54 degrees 46 minutes 28 seconds, a chord bearing of North 58 degrees 46 minutes 17 seconds West and a chord distance of 432.40 feet; said curve being the North right of way line of Century Boulevard South, Thence, Northwesterly, along the arc of said curve, a distance of 449.32 feet to the end of said curve; thence, South 86 degrees 50 minutes 00 seconds East, a distance of 238.97 feet; thence, North 15 degrees 40 minutes 00 seconds East, a distance of 150.00 feet; thence, South 74 degrees 20 minutes 00 seconds East, a distance of 84.00 feet to the Point of Beginning.**

**Parcel 10:**



### **BERKSHIRE RECREATION AREA**

A parcel of land located in Section 2, Township 48 South, Range 42 East, Broward County, Florida, said parcel of land being more specifically described as follows:

From the Southwest corner of Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 2685.49 feet to the West one-quarter corner; Thence, North 89 degrees 40 minutes 07 seconds East, a distance of 1245.51 feet to the Point of Beginning; Thence, due East, a distance of 305.63 feet; thence, due South, a distance of 125.61 feet; thence, South 59 degrees 01 minutes 04 seconds West, a distance of 176.48 feet; thence, North 60 degrees 58 minutes 56 seconds West, a distance of 176.48 feet; thence, due North, a distance of 130.85 feet to the Point of Beginning.

Parcel 11:

### **RICHMOND RECREATION AREA**

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section , a distance of 1568.55 feet; thence, due East, a distance of 1879.59 feet to the Point of Beginning; thence, South 60 degrees 00 minutes 00 seconds East, a distance of 287.00 feet; thence, South 35 degrees 00 minutes 00 seconds West, a distance of 123.13 feet; thence South 05 degrees 00 minutes 00 seconds West, a distance of 215.20 feet; thence, South 65 degrees 00 minutes 00 seconds West, a distance of 215.20 feet; thence, South 65 degrees 00 minutes 00 seconds West, a distance of 51.11 feet to a point on the North right-of-way line of East Drive; thence, North 16 degrees 32 minutes 00 seconds West, along said right-of-way line, a distance of 176.70 feet to a point of curvature of a curve to the left, having a radius of 194.25 feet, a central angle of 35 degrees 55 minutes 09 seconds, a chord bearing of North 34 degrees 29 minutes 35 seconds West, and a chord distance of 119.79 feet; said curve being said right-of-way line; thence, Northwesterly, along the arc of said curve, a distance of 121.78 feet to the point of tangency; thence; North 52 degrees 27 minutes 09 seconds West, along said right-of-way line, a distance of 105.18 feet to the Easterly right-of-way line of Century Boulevard South; said righ-of-way line being a curve concave to the West, having a radius of 1090.00 feet; a central angle of 09 degrees 05 minutes 03 seconds, a chord bearing of North 30 degrees 54 minutes 04 seconds East and a chord distance of 172.64 feet; thence, Northeasterly, along the arc of said curve, a distance of 172.82 feet to the Point of Beginning.

Parcel 12:

### **WESTBURY RECREATION AREA**

**A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:**

**From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section, a distance of 2685.49 feet to the West quarter Section corner of said Section 2; thence, North 01 degrees 12 minutes 39 seconds West, along said West section line, a distance of 1645.84 feet; thence, due East, a distance of 1341.54 feet to the Point of Beginning; thence, due North, a distance of 107.00 feet; thence, due East, a distance of 36.00 feet; thence, due North, a distance of 41.00 feet; thence, due East, a distance of 130.00 feet; thence, due South, a distance of 112.00 feet; thence, due West, a distance of 36.00 feet; thence, due South, a distance of 72.00 feet; thence, due West, a distance of 90.00 feet; thence, due North, a distance of 36.00 feet; thence, due West, a distance of 40.00 feet to the Point of Beginning.**

**Parcel 13:**

**VENTNOR RECREATION AREA**

**A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel being specifically described as follows:**

**From the Southeast corner of Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said Section 3, a distance of 2685.49 feet to the East one-quarter section corner; thence, North 01 degrees 12 minutes 329 seconds West, along said East section line, a distance of 100.15 feet; thence, due West, a distance of 2684.69 feet to the Point of Beginning. Thence, South 88 degrees 19 minutes 56 seconds West, a distance of 297.63 feet; thence, North 23 degrees 47 minutes 53 seconds West, a distance of 43.37 feet; thence, North 01 degrees 13 minutes 22 seconds West, a distance of 120.00 feet; thence, South 88 degrees 46 minutes 38 seconds West, a distance of 40.00 feet; thence, North 01 degrees 13 minutes 22 seconds West, a distance of 317.00 feet; thence, North 88 degrees 46 minutes 38 seconds East, a distance of 93.34 feet; thence South 01 degrees 00 minutes 00 seconds East, a distance of 182.58 feet; thence South 31 degrees 00 minutes 00 seconds East, a distance of 158.24 feet; thence South 51 degrees 00 minutes 00 seconds East, a distance of 239.73 feet to the Point of Beginning.**

**Parcel 14:**

**OAKRIDGE RECREATION AREA**

**A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:**

**From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said section, a distance of 1132.19 feet; thence, due West, a distance of 1792.51 feet to a point of the Southwesterly right of way line of Century Boulevard and the Point of Beginning; thence South 50 degrees 00 minutes 00**

seconds West, a distance of 180.00 feet; thence North 40 degrees 00 minutes 00 seconds West, a distance of 86.11 feet; thence, due West, a distance of 119.61 feet to a point on the East line of the "Nature Preserve"; thence, due North, along said East line, a distance of 100.00 feet; thence, due East, a distance of 277.68 feet to a point on a curve concave to the Northeast, having a radius of 550.00 feet; a central angle of 06 degrees 23 minutes 36 seconds, a chord bearing of South 34 degrees 58 minutes 48 seconds East and a chord distance of 6.34 feet; said curve being on the Southwesterly right of way line of Century Boulevard; thence, Southeasterly, along the arc of said curve, a distance of 61.37 feet to the end of said curve and the Point of Beginning.

Parcel 15:

#### NEWPORT RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said section, a distance of 288.42 feet; thence, due West, a distance of 2458.61 feet to the Point of Beginning; thence, South 82 degrees 48 minutes 15 seconds West, a distance of 203.11 feet; thence South 89 degrees 19 minutes 00 seconds West, a distance of 198.21 feet; thence, North 00 degrees 41 minutes 00 seconds West, a distance of 145.00 feet; thence, North 89 degrees 19 minutes 00 seconds East, a distance of 280.97 feet; thence, South 45 degrees 00 minutes 00 seconds East, a distance of 170.46 feet to the Point of Beginning.

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: 484203-00-0238

**NOTICE OF INSUFFICIENCY OF DEED**

COMES NOW Marty Kiar, in his 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:

CENCLUB HOMEOWNERS ASSN INC

CVRF DEERFIELD  
117 W 72 ST #5W  
NEW YORK NY 10023

that upon review the attached deed(attached hereto as Exhibit A) recorded in the official records of Broward County, Instrument # 116264494, appears to be legally insufficient for the following reasons:

- There is an issue with the legal description in the Deed. The description in your Deed does not correctly or completely match the full legal description of record for this property. If you used a title company, you should contact them so they may fix the error and re-record it as a Corrective Deed. If the Deed was self-prepared, you should correct the Deed and re-record it as a Corrective Deed. If you have any questions, please contact us at 954-357-6846.
- The Special Warranty Deed recorded has two parcels that have errors. The parcel 484203-00-0153 in the 3 paragraph on line 11 it reads 9f and it should read of. In paragraph 3 line 13 it reads 803.32 and it should be 808.32. In the same paragraph on line 17 it reads South 47 degrees 46'20" East and it should be South 57 degrees 46'20" East. Please refer back to Book 9987 Page 453. In parcel 484203-00-0340 in the second paragraph in line five reads 198.21 and it should be 196.21. Please refer back to Book 9987 Page 459. If you have any questions please contact Maria Fonseca at (954) 357-6508 or via email at mfonseca@bcpa.net.

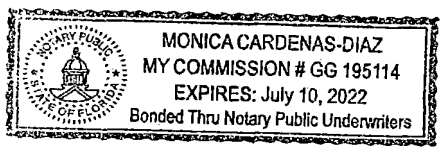
Accordingly, said property transfer will not be entered into the official tax roll of Broward County. Done this 6th day of March, 2020, in Fort Lauderdale, Broward County, Florida.

MARTY KIAR  
BROWARD COUNTY PROPERTY APPRAISER

By: Patti Huston  
Patti Huston, Deputy Appraiser  
954-357-6846

STATE OF FLORIDA  
COUNTY OF BROWARD  
Sworn to or affirmed and signed by me on March 6, 2020 by Patti Huston, a Deputy Appraiser, who is personally known.

[Seal]



[Signature]  
NOTARY PUBLIC



Instr# 116264494 , Page 1 of 12, Recorded 12/31/2019 at 04:12 PM  
Broward County Commission  
Deed Doc Stamps: \$32804.80

Prepared by and return to:  
Michael Boutzoukas, Esq.  
Becker & Poliakoff, P.A.  
1511 N. Westshore Blvd., Ste. 1000  
Tampa, FL 33607

**SPECIAL WARRANTY DEED**

**THIS DEED**, made this 31st day of December, 2019, **CVRF DEERFIELD, LIMITED**, a Florida limited partnership, whose mailing address is 117 W. 72<sup>nd</sup> Street, Suite 5W, New York, NY 10023-3204 as "GRANTOR," and **CENCLUB HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is c/o Century Village East Clubhouse 2400 Century Blvd., Deerfield Beach, FL 33442, as "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.)

**WITNESSETH:**

The GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid to GRANTOR by said GRANTEE, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE the following described real property, and rights and interest in real property located and situated in the County of Broward and State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (the "Property").

This Deed is executed in connection with that certain option agreement, as described in that Option Contract for Sale and Purchase, attached as Schedule C to the Declaration of Restrictive Covenants recorded in Official Records Book 6521, Page 151, as assigned and amended, of the public records of Broward County, Florida, (the "Agreement"), dated December 20, 1976 ("Option Agreement:"), as thereafter amended.

This conveyance is subject to the following:

1. Taxes and assessments for the year 2020 and years subsequent thereto.
2. All matters of record in the Public Records of Broward County, including, without limitation, declarations, plats, covenants, conditions, reservations, restrictions, dedications and easements of record.
3. Zoning and/or other restrictions and prohibitions imposed by governmental authority.
4. Public utility easements of record.

5. Terms and conditions of the long-term recreational facilities leases, including but not limited to that certain Long Term Lease recorded in Official Records Book 6521, Page 167, and amendments recorded in Official Records Book 6065, Page 850, Official Records Book 8491, Page 483 and Official Records Book 9642, Page 1, as assigned by Century Village to CRVF Deerfield, Limited, a Florida limited partnership in Official Records Book 9987, Page 460, all of the Public Records of Broward County, Florida, as amended ("Long Term Lease") and all leases affecting the Property entered into prior to the Long Term Lease ("Long Term Leases").

6. Options to purchase the Property set forth in the Long Term Leases.

7. Subject to master management agreement providing for provisions of community facilities in accordance with such individual contracts between residents of Century Village, Deerfield Beach, Florida and the Master Management Firm defined therein and Century Village East, Inc.

8. Any franchise, concession or other agreements affecting said Property.

9. Terms and conditions of the Option Agreement for Sale and Purchase between Century Village East, Inc. and Cenclub Homeowners Association, Inc. contained in Schedule C to the Declaration of Restrictive Covenants recorded in Official Records Book 6521, Page 151, Amendments recorded in Official Records Book 6881, Page 589, Official Records Book 7420, Page 539 and in Official Records Book 9977, Page 1 re-recorded in Official Records Book 9987, Page 399, and assigned to CVRF Deerfield, Limited, a Florida limited partnership recorded in Official Records Book 9987, Page 494, as affected by Agreement as to Option Exercise Date recorded in Official Records Book 30732, Page 990, all of the Public Records of Broward County, Florida ("Option Agreement").

9. That certain purchase money mortgage encumbering the Property, and executed contemporaneously herewith by GRANTEE in favor of GRANTOR and recorded in the Public Records of Broward County, Florida (the "Purchase Money Mortgage").

10. That certain declaration of restrictive covenants restricting the use of the Property to recreational purposes only for a period of ninety-nine (99) years executed contemporaneously herewith and recorded in the Public Records of Broward County, Florida.

11. GRANTEE hereby acknowledged and reaffirms each of the continuing covenants (each a "Continuing Covenant" and collectively referred to as the "Continuing Covenants") set forth in Section 28 of the Option Agreement except that, other than the Purchase Money Mortgage, there are no mortgage or like security instruments affecting the Property as described in Section 28(b), and Section 28(d) shall have no application after closing.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

The GRANTOR hereby specially warrants the title to the said real property, and will defend the same, against the lawful claims of all persons claiming by, through or under the said GRANTOR.

**EXHIBIT A**

Legal description of the Property:

**Parcel 1:**

**"CLUBHOUSE AREA"**

**A parcel of land in Sections 2 and 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being more specifically described as follows:**

**From the Southwest corner of said Section 2, bear North 01 degrees 15' 00" West, along the West line of said Section 2, a distance of 1980.75 feet to the Point of Beginning;**

**Thence, North 60 degrees 00' 00" East, a distance of 53.18 feet; thence, South 30 degrees 00' 00" East, a distance of 84.07 feet; thence, North 60 degrees 00' 00" East, a distance of 229.78 feet; thence, North 15 degrees 00' 00" West, a distance of 165.00 feet; thence, North 12 degrees 25' 42" East, a distance of 223.77 feet; thence, North 44 degrees 00' 00" East, a distance of 200.00 feet; thence, North 64 degrees 32' 51" East, a distance of 125.00 feet; thence, North 03 degrees 10' 00" West, a distance of 115.32 feet; thence, North 36 degrees 00' 00" East, a distance of 202.96 feet to a point on the Southerly right of way line of Century Boulevard; said right of way line being a curve concave to the North, having a delta angle of 29 degrees 52' 47", a radius of 1550.00 feet, a chord distance of 799.20 feet and whose center bears North 0 degrees 37' 46" West; thence, along the arc of said curve, a distance of 803.32 feet; thence, North 29 degrees 15' 01" East, a distance of 10.00 feet; thence, North 58 degrees 50' 23" West, a distance of 299.88 feet; thence, North 60 degrees 45' 00" East, a distance of 200.11 feet; thence, South 29 degrees 15' 00" West, a distance of 490.82 feet; thence, South 47 degrees 46' 20" East, a distance of 290.00 feet; thence, South 45 degrees 22' 44" East, a distance of 262.34 feet; thence, due South, a distance of 345.00 feet; thence, South 56 degrees 50' 33" East, a distance of 89.88 feet; thence, South 30 degrees 00' 00" East, a distance of 329.76 feet; thence North 60 degrees 00' 00" East, a distance of 128.30 feet to the Point of Beginning.**

**Parcel 2:**

**LEGAL DESCRIPTION FOR TENNIS COURTS**

**A parcel of land in the West one-half of Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:**

Begin at the intersection of the East line of the West one-half of said Section 2, with the Southerly right of way line of State Road No. 810, (a 100 foot road right of way);

Thence, bear South 01 degrees 14' 29" East, along the East line of said West one-half of Section 2, a distance of 1415.00 feet to the South boundary line of the Administration Building Parcel;

Thence, South 89 degrees 01' 04" West, along said South boundary line, a distance of 309.33 feet to the Point of Beginning;

Thence, continue South 89 degrees 01' 04" West, a distance of 100.00 feet; thence, North 00 degrees 58' 56" West, a distance of 118.50 feet; thence, North 89 degrees 01' 04" East, a distance of 100.00 feet; thence, South 00 degrees 58' 56" East, a distance of 118.50 feet to the Point of Beginning.

Parcel 3:

**LEGAL DESCRIPTION FOR LYNDHURST RECREATION AREA  
NORTH**

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15' 00" West, along the East line of said Section, a distance of 2636.99 feet;

Thence, due West, a distance of 1582.85 feet to the Point of Beginning.

Thence, South 11 degrees 40' 00" West, a distance of 115.50 feet; thence, North 78 degrees 20' 00" West, a distance of 35.00 feet; thence, South 11 degrees 40' 00" West, a distance of 35.00 feet; thence, North 78 degrees 20' 00" West, a distance of 128.46 feet to a point on the East right of way line of Century Boulevard South; thence, North 19 degrees 45' 00" West, along said right of way line, a distance of 147.39 feet;

Thence, North 70 degrees 15' 00" East, a distance of 140.17 feet; thence, South 56 degrees 30' 00" East, a distance of 130.00 feet to the Point of Beginning.

Parcel 4:

**LEGAL DESCRIPTION FOR LYNDHURST RECREATION AREA  
SOUTH**



A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15' 00" West, along the East line of said Section, a distance of 1217.05 feet to a point on a curve concave to the South, having a radius of 1690.00 feet, a central angle of 07 degrees 07' 01", a chord bearing of North 83 degrees 09' 43" West and a chord distance of 209.79 feet; said curve being the North right of way line of Century Boulevard South and said point being the Point of Beginning.

Thence, Westerly, along the arc of said curve, a distance of 209.92 feet to the end of said curve; thence, due North, a distance of 149.87 feet; thence, due East, a distance of 169.49 feet; thence, due South, a distance of 42.19 feet; thence, South 47 degrees 15' 00" East, a distance of 50.37 feet to a point on the East line of said Section 3, thence, South 01 degrees 15' 00" East, along said section line, a distance of 96.11 feet to a point on the North right of way line of Century Boulevard South and the Point of Beginning.

Parcel 5:

#### GRANTHAM RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 1659.59 feet; Thence, due East, a distance of 680.84 feet to the Point of Beginning; Thence, continue due East, a distance of 74.49 feet to a point of curvature of a curve to the right, having a radius of 56.00 feet, a central angle of 150 degrees 00 minutes 00 seconds and a chord bearing of South 15 degrees 00 minutes 00 seconds East; Thence, Southerly, along the arc of said curve, a distance of 146.61 feet to the Point of Tangency; Thence, South 60 degrees 00 minutes 00 seconds West, a distance of 55.50 feet to a point of curvature of a curve to the right, having a radius of 65.00 feet, a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing of North 75 degrees 00 minutes 00 seconds West; Thence, Westerly, along the arc of said curve, a distance of 102.10 feet to the Point of Tangency; Thence, North 30 degrees 00 minutes 00 seconds West; a distance of 28.24 feet to a point of curvature of a curve to the right, having a radius of 56.00 feet, a central angle of 120 degrees 00 minutes 00 seconds and a chord bearing of North 30 degrees 00 minutes 00 seconds East; Thence, Northerly, along the arc of said curve, a distance of 117.29 feet to the Point of Beginning.

Parcel 6:

ASHBY RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 1562.73 feet; Thence, due East, a distance of 1640.26 feet to the Point of Beginning; Thence, North 55 degrees 00 minutes 00 seconds East, a distance of 184.77 feet; Thence, South 66 degrees 38 minutes 41 seconds East, a distance of 41.86 feet to a point on a curve concave to the Northwest having a radius of 1010.00 feet; a central angle of 18 degrees 24 minutes 01 seconds, a chord bearing of South 32 degrees 33 minutes 20 seconds West and a chord distance of 332.96 feet; said curve being the West right of way line of Century Boulevard South; Thence, Southwesterly, along the arc of said curve, a distance of 324.36 feet to the end of said curve; Thence, North 05 degrees 00 minutes 00 seconds West, a distance of 183.53 feet to the Point of Beginning.

Parcel 7:

DURHAM RECREATION AREA

A parcel of land located in Section 3, Township 48 South, Range 42 East, Broward County, Florida, described as follows:

From the Southeast corner of Section 3, proceed North 01 degrees 15 minutes 00 seconds West, a distance of 2685.49 feet, along the East line of said Section 3, to the East one-quarter corner; thence North 01 degrees 12 minutes 39 seconds West, along the East line of said Section 3, a distance of 1457.53 feet; thence due West, a distance of 30.52 feet to the Point of Beginning; thence, due South, a distance of 31.19 feet; thence South 79 degrees 22 minutes 45 seconds West, a distance of 174.42 feet to a point of curvature of a curve to the left, (curve Data: Delta Angle 30 degrees 00 minutes 00 seconds, Radius = 186.60 feet; Chord Bearing = South 64 degrees 22 minutes 45 seconds West; Chord Distance = 96.59 feet); thence, along the arc of the curve, a distance of 97.70 feet; thence South 49 degrees 22 minutes 45 seconds West, a distance of 50.00 feet; thence North 40 degrees 37 minutes 15 seconds West, a distance of 59.39 feet to a Point of Curvature of a curve to the left, (Curve Data: Delta Angle = 37 degrees 59 minutes 00 seconds; Radius = 132.52 feet; Chord Bearing = North 59 degrees 36 minutes 45 seconds West; Chord Distance = 86.25 feet); thence, along the arc of the curve, a distance of 87.85 feet; thence, North 11 degrees 45 minutes 40 seconds East, a distance of 39.99 feet; thence, South 78 degrees 14 minutes 20 seconds East, a distance of 36.00 feet; thence, North 11 degrees 45 minutes 40 seconds East, a distance of 17.50 feet; thence, due East, a distance of 362.59 feet to the Point of Beginning.

Parcel 8:

UPMINSTER RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of Section 2, bears North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 2685.49 feet to the West quarter section corner of said Section 2; thence, North 01 degrees 12 minutes 39 seconds West, along said West line, a distance of 679.45 feet; thence, due East, a distance of 1751.67 feet to a point on a curve concave to the Northwest, having a radius of 920.00 feet, a central angle of 13 degrees 34 minutes 08 seconds, a chord bearing of North 32 degrees 48 minutes 24 seconds East and a chord distance of 188.59 feet; said curve being the East right of way line of Century Boulevard South and the Point of Beginning; thence, Northeasterly, along the arc of said curve, a distance of 188.92 feet to the end of said curve; thence, North 89 degrees 01 minutes 04 seconds East, a distance of 100.00 feet; thence, due South, a distance of 66.32 feet; thence, due West, a distance of 50.00 feet; thence, due South, a distance of 175.00 feet; thence, due West, a distance of 94.85 feet; thence North 35 degrees 15 minutes 00 seconds West, a distance of 99.30 feet to the Point of Beginning.

Parcel 9:

MARKHAM RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said Section, a distance of 1335.97 feet; thence due West, a distance of 1396.95 feet to the Point of Beginning; thence South 15 degrees 40 minutes 00 seconds West, a distance of 179.13 feet; thence, South 22 degrees 40 minutes 00 seconds East, a distance of 154.01 feet; thence South 03 degrees 50 minutes 26 seconds West, a distance of 18.16 feet to a point on a curve concave to the North, having a radius of 470.00, a central angle of 54 degrees 46 minutes 28 seconds, a chord bearing of North 58 degrees 46 minutes 17 seconds West and a chord distance of 432.40 feet; said curve being the North right of way line of Century Boulevard South, Thence, Northwesterly, along the arc of said curve, a distance of 449.32 feet to the end of said curve; thence, South 86 degrees 50 minutes 00 seconds East, a distance of 238.97 feet; thence, North 15 degrees 40 minutes 00 seconds East, a distance of 150.00 feet; thence, South 74 degrees 20 minutes 00 seconds East, a distance of 84.00 feet to the Point of Beginning.

Parcel 10:

#### BERKSHIRE RECREATION AREA

A parcel of land located in Section 2, Township 48 South, Range 42 East, Broward County, Florida, said parcel of land being more specifically described as follows:

From the Southwest corner of Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 2685.49 feet to the West one-quarter corner; Thence, North 89 degrees 40 minutes 07 seconds East, a distance of 1245.51 feet to the Point of Beginning; Thence, due East, a distance of 305.63 feet; thence, due South, a distance of 125.61 feet; thence, South 59 degrees 01 minutes 04 seconds West, a distance of 176.48 feet; thence, North 60 degrees 58 minutes 56 seconds West, a distance of 176.48 feet; thence, due North, a distance of 130.85 feet to the Point of Beginning.

Parcel 11:

#### RICHMOND RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section , a distance of 1568.55 feet; thence, due East, a distance of 1879.59 feet to the Point of Beginning; thence, South 60 degrees 00 minutes 00 seconds East, a distance of 287.00 feet; thence, South 35 degrees 00 minutes 00 seconds West, a distance of 123.13 feet; thence South 05 degrees 00 minutes 00 seconds West, a distance of 215.20 feet; thence, South 65 degrees 00 minutes 00 seconds West, a distance of 215.20 feet; thence, South 65 degrees 00 minutes 00 seconds West, a distance of 51.11 feet to a point on the North right-of-way line of East Drive; thence, North 16 degrees 32 minutes 00 seconds West, along said right-of-way line, a distance of 176.70 feet to a point of curvature of a curve to the left, having a radius of 194.25 feet, a central angle of 35 degrees 55 minutes 09 seconds, a chord bearing of North 34 degrees 29 minutes 35 seconds West, and a chord distance of 119.79 feet; said curve being said right-of-way line; thence, Northwesterly, along the arc of said curve, a distance of 121.78 feet to the point of tangency; thence; North 52 degrees 27 minutes 09 seconds West, along said right-of-way line, a distance of 105.18 feet to the Easterly right-of-way line of Century Boulevard South; said righ-of-way line being a curve concave to the West, having a radius of 1090.00 feet; a central angle of 09 degrees 05 minutes 03 seconds, a chord bearing of North 30 degrees 54 minutes 04 seconds East and a chord distance of 172.64 feet; thence, Northeasterly, along the arc of said curve, a distance of 172.82 feet to the Point of Beginning.

Parcel 12:

#### WESTBURY RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section, a distance of 2685.49 feet to the West quarter Section corner of said Section 2; thence, North 01 degrees 12 minutes 39 seconds West, along said West section line, a distance of 1645.84 feet; thence, due East, a distance of 1341.54 feet to the Point of Beginning; thence, due North, a distance of 107.00 feet; thence, due East, a distance of 36.00 feet; thence, due North, a distance of 41.00 feet; thence, due East, a distance of 130.00 feet; thence, due South, a distance of 112.00 feet; thence, due West, a distance of 36.00 feet; thence, due South, a distance of 72.00 feet; thence, due West, a distance of 90.00 feet; thence, due North, a distance of 36.00 feet; thence, due West, a distance of 40.00 feet to the Point of Beginning.

Parcel 13:

#### VENTNOR RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel being specifically described as follows:

From the Southeast corner of Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said Section 3, a distance of 2685.49 feet to the East one-quarter section corner; thence, North 01 degrees 12 minutes 329 seconds West, along said East section line, a distance of 100.15 feet; thence, due West, a distance of 2684.69 feet to the Point of Beginning. Thence, South 88 degrees 19 minutes 56 seconds West, a distance of 297.63 feet; thence, North 23 degrees 47 minutes 53 seconds West, a distance of 43.37 feet; thence, North 01 degrees 13 minutes 22 seconds West, a distance of 120.00 feet; thence, South 88 degrees 46 minutes 38 seconds West, a distance of 40.00 feet; thence, North 01 degrees 13 minutes 22 seconds West, a distance of 317.00 feet; thence, North 88 degrees 46 minutes 38 seconds East, a distance of 93.34 feet; thence South 01 degrees 00 minutes 00 seconds East, a distance of 182.58 feet; thence South 31 degrees 00 minutes 00 seconds East, a distance of 158.24 feet; thence South 51 degrees 00 minutes 00 seconds East, a distance of 239.73 feet to the Point of Beginning.

Parcel 14:

#### OAKRIDGE RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said section, a distance of 1132.19 feet; thence, due West, a distance of 1792.51 feet to a point of the Southwesterly right of way line of Century Boulevard and the Point of Beginning; thence South 50 degrees 00 minutes 00

seconds West, a distance of 180.00 feet; thence North 40 degrees 00 minutes 00 seconds West, a distance of 86.11 feet; thence, due West, a distance of 119.61 feet to a point on the East line of the "Nature Preserve"; thence, due North, along said East line, a distance of 100.00 feet; thence, due East, a distance of 277.68 feet to a point on a curve concave to the Northeast, having a radius of 550.00 feet; a central angle of 06 degrees 23 minutes 36 seconds, a chord bearing of South 34 degrees 58 minutes 48 seconds East and a chord distance of 6.34 feet; said curve being on the Southwesterly right of way line of Century Boulevard; thence, Southeasterly, along the arc of said curve, a distance of 61.37 feet to the end of said curve and the Point of Beginning.

Parcel 15:

#### NEWPORT RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said section, a distance of 288.42 feet; thence, due West, a distance of 2458.61 feet to the Point of Beginning; thence, South 82 degrees 48 minutes 15 seconds West, a distance of 203.11 feet; thence South 89 degrees 19 minutes 00 seconds West, a distance of 198.21 feet; thence, North 00 degrees 41 minutes 00 seconds West, a distance of 145.00 feet; thence, North 89 degrees 19 minutes 00 seconds East, a distance of 280.97 feet; thence, South 45 degrees 00 minutes 00 seconds East, a distance of 170.46 feet to the Point of Beginning.

**RECORDING COVER PAGE**

**Prepared By and Return To: Michael E. Boutzoukas, Esq.  
Becker & Poliakoff, P.A.  
1511 N. Westshore Blvd., Suite 1000  
Tampa, FL 33607**

**Document: Assignment and Assumption of Leases**

**Assignor: CVRF Deerfield Limited**

**Assignee: Cenclub Homeowners Association, Inc.**

**Legal Description: See Exhibit "A" attached hereto**

**ASSIGNMENT AND ASSUMPTION OF LEASES**

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is made and entered into effective as of the 31st day of December, 2019, by and between CVRF DEERFIELD, LIMITED, a Florida limited partnership, ("Assignor"), and CENCLUB HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Assignee").

**Recitals**

This Assignment is made with respect to the following facts:

A. That James A. Nicholson is President of Holrod Realty Holding Corporation, the general partner of CVRF Deerfield, Limited, a Florida limited partnership and in such capacity has personal knowledge of the matters set forth herein.

B. Assignor is fee simple owner of certain real property located in Broward County, Florida more particularly described as:

See **Exhibit A** attached hereto and made a part hereof

(the "Property"), which Property is used for the recreational areas and amenities of Century Village, Deerfield Beach, Florida.

C. As fee simple owner of the Property, Assignor and/or its predecessor in interest, as Lessor, granted leasehold interests to the individual lessees and lessee associations of Century Village and their successors, as lessees, and as amended from time to time by and through that certain Long Term Lease recorded in Official Records Book 6521, Page 167, and amendments recorded in Official Records Book 6065, Page 850, Official Records Book 8491, Page 483 and Official Records Book 9642, Page 1, as assigned by Century Village to CVRF Deerfield, Limited, a Florida limited partnership in Official Records Book 9987, Page 460, all of the Public Records of Broward County, Florida, together with individual leases affecting the Property entered into prior to the Long Term Lease (collectively, the "Long Term Leases") for use of the facilities included within the Long Term Leases as appurtenant rights to the ownership of the respective units, and which said Long Term Leases include a purchase option right in favor of Assignee ("Option").

D. Assignor, as successor by assignment from Century Village East, Inc., as Seller, and Assignee, as Purchaser, have exercised the Option as described in that Option Contract for Sale and Purchase, attached as Schedule C to the Declaration of Restrictive Covenants recorded in Official Records Book 6521, Page 151, with said Schedule C beginning at page 159, as assigned and amended, of the public records of Broward County, Florida, (the "Option Agreement") for the sale of the Property to Assignee.

E. Assignor has as of the date hereof conveyed to Assignee the Property, subject to the Long Term Leases, and such other matters as specifically identified in the Special Warranty Deed through which title was conveyed.



F. In connection with the conveyance of the Property, subject to the terms hereof, Assignor has agreed to assign all of its right, title and interest in and to the Long Term Leases identified herein on Exhibit "B" annexed to the original hereof (but not to be included if recorded) except for certain reserved rights as set forth herein, and Assignee has agreed to assume and perform all of Assignor's liabilities and obligations arising under the Long Term Leases and the Options from and after the date hereof.

#### **Assignment**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment.

(a) Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest as landlord or lessor in, to and under the Long Term Leases; provided, that Assignor reserves the right to receive and collect rents due pursuant to the Option Agreement from the date hereof through the expiration of any Long Term Leases to expire on December 31, 2019, per the terms of the Option Agreement. Insofar as Assignor received payment from Assignee at the time of transfer for arrearages under the Long Term Leases as required pursuant to the second paragraph of Section 17 of the Option Agreement, Assignor hereby further assigns all rights of collection for unpaid rents accruing prior to December 31, 2019, and the same, to the extent collected, shall be the property of the Assignee. If Assignor receives payment for said amounts, or any portion thereof after December 31, 2019, the same shall be remitted to Assignee immediately.

(b) Additionally, Assignor has a lien securing its right and interest to amounts equal to the difference between the monthly rent then entitled to be received pursuant to Long Term Leases, continuing after December 31, 2019, and the amount of the operating costs then assessed against the members of Assignee for their pro rata share of operating, etc. expenses of the Property (it being understood that the number of continuing Long Term Leases shall be considered in the pro rata calculation for payment of expenses) pursuant to the Third Paragraph of Section 18 of the Option Agreement (see the third paragraph of Section 18 the Option Agreement for illustrations to assist with interpretation of this provision). Assignee shall diligently pursue the collection of said monthly rents under the Long Term Leases against both individual lessees and lessee associations, and Assignee shall not cancel any of such Long Term Leases prior to the expiration thereof. Assignee shall annually certify to Assignor the amount of collections and the amount of each lessee's pro rata share of expenses. In the event any prepayment is made hereinafter then the monies received therefrom shall, except for the portion attributable to operating expenses, if any, be immediately paid over to Assignor.

2. Without Recourse. Assignee agrees and acknowledges that Assignor's assignment herein is provided without recourse.

3. Assumption. Assignee agrees and acknowledges that Assignor's assignment herein is provided without recourse. Assignee hereby expressly releases Assignor from all liability under such Long Term Leases and Assignee assumes all liabilities and obligations of

Assignor under the Long Term Lease which relate to the periods from and after the date hereof and agrees (a) to perform all obligations of Assignor, as the landlord or lessor under the Long Term Leases which are to be performed or which become due on or after the date hereof.

4. Indemnity by Assignee. Assignee agrees to indemnify, defend and hold harmless Assignor from and against any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) asserted against or suffered or incurred by Assignor as a result of or in connection with any liabilities or obligations of Assignee , as the landlord or lessor under the Long Term Leases and the Option and relating to periods from and after the date hereof.

5. Non-Merger; Continuation of Leases. Assignor and Assignee acknowledge and agree that it is not the intention of the parties that a merger of title be effected by this assignment when fee simple title vests in the Assignee together with this Assignment, and the interest of Grantee as Landlord and fee simple owner by that certain Special Warranty Deed executed simultaneously herewith shall remain in full force and effect and the Long Term Leases assigned may be enforced upon by Assignee as provided for in each of said Leases so assigned as to all sublessees, users and occupants of the Property.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

7. The Assignor further certifies and warrants, without investigation of the same, that Exhibit B hereto is a true, complete, and accurate copy of the rent roll for the lessees as of the date shown thereon, and that Assignor has no knowledge of any other persons or parties that claim any rights to options, claims or interest in the Property, except the persons and parties listed on the Rent Roll as tenants only under valid, unrecorded leases and/or agreements and their successors in interest, and that no rights to use the Property for other than recreational purposes have been granted.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed a duplicate original.

*[Remainder of page blank; signatures follow]*

IN WITNESS WHEREOF, Assignor has caused this this Assignment to be executed by its duly authorized representative on the day and year first above written.

**ASSIGNOR:**

**CVRF DEERFIELD, LIMITED,**  
a Florida limited partnership

By: **HOLROD REALTY HOLDING CORPORATION**  
a New York corporation,  
its General Partner

By: \_\_\_\_\_  
James A. Nicholson, President

STATE OF NEW YORK

COUNTY OF New York

On this 27 day of December, 2019, before me, the undersigned notary public, appeared James A. Nicholson, as president of Holrod Realty Holding Corporation, a New York corporation, the general partner of CVRF Deerfield, Limited, a Florida limited partnership, and who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument to be the individual whose name is subscribed to within.

Notary Public

Printed Name: Arnold Mazel

[Seal]

**ARNOLD I MAZEL**  
NOTARY PUBLIC STATE OF NEW YORK  
No. 07MA5057003  
Qualified in Queens County  
My Commission Expires 11-18-2022

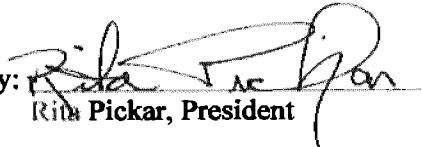
ACCEPTANCE OF ASSIGNMENT

Assignee, by joining herein, accept the assignment from Assignor of all rights under the Long Term Lease and the delegation of all duties of Assignor thereunder from and after the effective date of such Assignment.

IN WITNESS WHEREOF, the Assignee has executed this Acceptance of Assignment as of the date set forth above.

**ASSIGNEE:**

**CENCLUB HOMEOWNERS  
ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

By:   
Rita Pickar, President

(Corporate Seal)

State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of December, 2019 by Rita Pickar as President of Cenclub Homeowners Association, Inc., on behalf of the corporation. She  is personally known to me or  has produced Florida Driving License as identification.

[Notary Seal]

  
Notary Public

Printed Name: Sharon S Ludovico

My Commission Expires: 11/3/2020

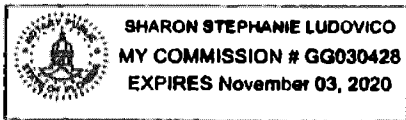


EXHIBIT A

Legal Description of the Property:

Parcel 1:

"CLUBHOUSE AREA"

A parcel of land in Sections 2 and 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being more specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15' 00" West, along the West line of said Section 2, a distance of 1980.75 feet to the Point of Beginning;

Thence, North 60 degrees 00' 00" East, a distance of 53.18 feet; thence, South 30 degrees 00' 00" East, a distance of 84.07 feet; thence, North 60 degrees 00' 00" East, a distance of 229.78 feet; thence, North 15 degrees 00' 00" West, a distance of 165.00 feet; thence, North 12 degrees 25' 42" East, a distance of 223.77 feet; thence, North 44 degrees 00' 00" East, a distance of 200.00 feet; thence, North 64 degrees 32' 51" East, a distance of 125.00 feet; thence, North 03 degrees 10' 00" West, a distance of 115.32 feet; thence, North 36 degrees 00' 00" East, a distance of 202.96 feet to a point on the Southerly right of way line of Century Boulevard; said right of way line being a curve concave to the North, having a delta angle of 29 degrees 52' 47", a radius of 1550.00 feet, a chord distance of 799.20 feet and whose center bears North 0 degrees 37' 46" West; thence, along the arc of said curve, a distance of 803.32 feet; thence, North 29 degrees 15' 01" East, a distance of 10.00 feet; thence, North 58 degrees 50' 23" West, a distance of 299.88 feet; thence, North 60 degrees 45' 00" East, a distance of 200.11 feet; thence, South 29 degrees 15' 00" West, a distance of 490.82 feet; thence, South 57 degrees 46' 20" East, a distance of 290.00 feet; thence, South 45 degrees 22' 44" East, a distance of 262.34 feet; thence, due South, a distance of 345.00 feet; thence, South 56 degrees 50' 33" East, a distance of 89.88 feet; thence, South 30 degrees 00' 00" East, a distance of 329.76 feet; thence North 60 degrees 00' 00" East, a distance of 128.30 feet to the Point of Beginning.

Parcel 2:

LEGAL DESCRIPTION FOR TENNIS COURTS

A parcel of land in the West one-half of Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

Begin at the intersection of the East line of the West one-half of said Section 2, with the Southerly right of way line of State Road No. 810, (a 100 foot road right of way);

Thence, bear South 01 degrees 14' 29" East, along the East line of said West one-half of Section 2, a distance of 1415.00 feet to the South boundary line of the Administration Building Parcel;

Thence, South 89 degrees 01' 04" West, along said South boundary line, a distance of 309.33 feet to the Point of Beginning;

Thence, continue South 89 degrees 01' 04" West, a distance of 100.00 feet; thence, North 00 degrees 58' 56" West, a distance of 118.50 feet; thence, North 89 degrees 01' 04" East, a distance of 100.00 feet; thence, South 00 degrees 58' 56" East, a distance of 118.50 feet to the Point of Beginning.

Parcel 3:

#### LEGAL DESCRIPTION FOR LYNDHURST RECREATION AREA NORTH

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15' 00" West, along the East line of said Section, a distance of 2636.99 feet;

Thence, due West, a distance of 1582.85 feet to the Point of Beginning.

Thence, South 11 degrees 40' 00" West, a distance of 115.50 feet; thence, North 78 degrees 20' 00" West, a distance of 35.00 feet; thence, South 11 degrees 40' 00" West, a distance of 35.00 feet; thence, North 78 degrees 20' 00" West, a distance of 128.46 feet to a point on the East right of way line of Century Boulevard South; thence, North 19 degrees 45' 00" West, along said right of way line, a distance of 147.39 feet;

Thence, North 70 degrees 15' 00" East, a distance of 140.17 feet; thence, South 56 degrees 30' 00" East, a distance of 130.00 feet to the Point of Beginning.

Parcel 4:

#### LEGAL DESCRIPTION FOR LYNDHURST RECREATION AREA SOUTH

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15' 00" West, along the East line of said Section, a distance of 1217.05 feet to a point on a curve concave to the South, having a radius of 1690.00 feet, a central angle of 07 degrees 07' 01", a chord bearing of North 83 degrees 09' 43" West and a chord

distance of 209.79 feet; said curve being the North right of way line of Century Boulevard South and said point being the Point of Beginning.

Thence, Westerly, along the arc of said curve, a distance of 209.92 feet to the end of said curve; thence, due North, a distance of 149.87 feet; thence, due East, a distance of 169.49 feet; thence, due South, a distance of 42.19 feet; thence, South 47 degrees 15' 00" East, a distance of 50.37 feet to a point on the East line of said Section 3, thence, South 01 degrees 15' 00" East, along said section line, a distance of 96.11 feet to a point on the North right of way line of Century Boulevard South and the Point of Beginning.

Parcel 5:

#### GRANTHAM RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 1659.59 feet; Thence, due East, a distance of 680.84 feet to the Point of Beginning; Thence, continue due East, a distance of 74.49 feet to a point of curvature of a curve to the right, having a radius of 56.00 feet, a central angle of 150 degrees 00 minutes 00 seconds and a chord bearing of South 15 degrees 00 minutes 00 seconds East; Thence, Southerly, along the arc of said curve, a distance of 146.61 feet to the Point of Tangency; Thence, South 60 degrees 00 minutes 00 seconds West, a distance of 55.50 feet to a point of curvature of a curve to the right, having a radius of 65.00 feet, a central angle of 90 degrees 00 minutes 00 seconds and a chord bearing of North 75 degrees 00 minutes 00 seconds West; Thence, Westerly, along the arc of said curve, a distance of 102.10 feet to the Point of Tangency; Thence, North 30 degrees 00 minutes 00 seconds West; a distance of 28.24 feet to a point of curvature of a curve to the right, having a radius of 56.00 feet, a central angle of 120 degrees 00 minutes 00 seconds and a chord bearing of North 30 degrees 00 minutes 00 seconds East; Thence, Northerly, along the arc of said curve, a distance of 117.29 feet to the Point of Beginning.

Parcel 6:

#### ASHBY RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 1562.73 feet; Thence, due East, a distance of 1640.26 feet to the Point of Beginning; Thence, North 55 degrees 00 minutes 00 seconds East, a distance of 184.77 feet; Thence, South 66 degrees 38 minutes 41 seconds East, a distance of 41.86 feet to a point on a curve concave to the Northwest having a radius of 1010.00

feet; a central angle of 18 degrees 24 minutes 01 seconds, a chord bearing of South 32 degrees 33 minutes 20 seconds West and a chord distance of 332.96 feet; said curve being the West right of way line of Century Boulevard South; Thence, Southwesterly, along the arc of said curve, a distance of 324.36 feet to the end of said curve; Thence, North 05 degrees 00 minutes 00 seconds West, a distance of 183.53 feet to the Point of Beginning.

Parcel 7:

#### DURHAM RECREATION AREA

A parcel of land located in Section 3, Township 48 South, Range 42 East, Broward County, Florida, described as follows:

From the Southeast corner of Section 3, proceed North 01 degrees 15 minutes 00 seconds West, a distance of 2685.49 feet, along the East line of said Section 3, to the East one-quarter corner; thence North 01 degrees 12 minutes 39 seconds West, along the East line of said Section 3, a distance of 1457.53 feet; thence due West, a distance of 30.52 feet to the Point of Beginning; thence, due South, a distance of 31.19 feet; thence South 76 degrees 22 minutes 45 seconds West, a distance of 174.42 feet to a point of curvature of a curve to the left, (curve Data: Delta Angle 30 degrees 00 minutes 00 seconds, Radius = 186.60 feet; Chord Bearing = South 64 degrees 22 minutes 45 seconds West; Chord Distance = 96.59 feet); thence, along the arc of the curve, a distance of 97.70 feet; thence South 49 degrees 22 minutes 45 seconds West, a distance of 50.00 feet; thence North 40 degrees 37 minutes 15 seconds West, a distance of 59.39 feet to a Point of Curvature of a curve to the left, (Curve Data: Delta Angle = 37 degrees 59 minutes 00 seconds; Radius = 132.52 feet; Chord Bearing = North 59 degrees 36 minutes 45 seconds West; Chord Distance = 86.25 feet); thence, along the arc of the curve, a distance of 87.85 feet; thence, North 11 degrees 45 minutes 40 seconds East, a distance of 39.99 feet; thence, South 78 degrees 14 minutes 20 seconds East, a distance of 36.00 feet; thence, North 11 degrees 45 minutes 40 seconds East, a distance of 17.50 feet; thence, due East, a distance of 362.59 feet to the Point of Beginning.

Parcel 8:

#### UPMINSTER RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of Section 2, bears North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 2685.49 feet to the West quarter section corner of said Section 2; thence, North 01 degrees 12 minutes 39 seconds West, along said West line, a distance of 679.45 feet; thence, due East, a distance of 1751.67 feet to a point on a curve concave to the Northwest, having a radius of 920.00 feet, a central angle of 13 degrees 34 minutes 08 seconds, a chord bearing of North 32 degrees 48 minutes 24 seconds East and a chord distance of 188.59 feet; said curve being the East right of way line of Century Boulevard South and the Point of Beginning; thence, Northeasterly, along the arc of said curve, a distance of



188.92 feet to the end of said curve; thence, North 89 degrees 01 minutes 04 seconds East, a distance of 100.00 feet; thence, due South, a distance of 66.32 feet; thence, due West, a distance of 50.00 feet; thence, due South, a distance of 175.00 feet; thence, due West, a distance of 94.85 feet; thence North 35 degrees 15 minutes 00 seconds West, a distance of 99.30 feet to the Point of Beginning.

Parcel 9:

#### MARKHAM RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said Section, a distance of 1335.97 feet; thence due West, a distance of 1396.95 feet to the Point of Beginning; thence South 15 degrees 40 minutes 00 seconds West, a distance of 179.13 feet; thence, South 22 degrees 40 minutes 00 seconds East, a distance of 154.01 feet; thence South 03 degrees 50 minutes 26 seconds West, a distance of 18.16 feet to a point on a curve concave to the North, having a radius of 470.00, a central angle of 54 degrees 46 minutes 28 seconds, a chord bearing of North 58 degrees 46 minutes 17 seconds West and a chord distance of 432.40 feet; said curve being the North right of way line of Century Boulevard South, Thence, Northwesterly, along the arc of said curve, a distance of 449.32 feet to the end of said curve; thence, South 86 degrees 50 minutes 00 seconds East, a distance of 238.97 feet; thence, North 15 degrees 40 minutes 00 seconds East, a distance of 150.00 feet; thence, South 74 degrees 20 minutes 00 seconds East, a distance of 84.00 feet to the Point of Beginning.

Parcel 10:

#### BERKSHIRE RECREATION AREA

A parcel of land located in Section 2, Township 48 South, Range 42 East, Broward County, Florida, said parcel of land being more specifically described as follows:

From the Southwest corner of Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section 2, a distance of 2685.49 feet to the West one-quarter corner; Thence, North 89 degrees 40 minutes 07 seconds East, a distance of 1245.51 feet to the Point of Beginning; Thence, due East, a distance of 305.63 feet; thence, due South, a distance of 125.61 feet; thence, South 59 degrees 01 minutes 04 seconds West, a distance of 176.48 feet; thence, North 60 degrees 58 minutes 56 seconds West, a distance of 176.48 feet; thence, due North, a distance of 130.85 feet to the Point of Beginning.

Parcel 11:

#### RICHMOND RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said

parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section , a distance of 1568.55 feet; thence, due East, a distance of 1879.59 feet to the Point of Beginning; thence, South 60 degrees 00 minutes 00 seconds East, a distance of 287.00 feet; thence, South 35 degrees 00 minutes 00 seconds West, a distance of 123.13 feet; thence South 05 degrees 00 minutes 00 seconds West, a distance of 215.20 feet; thence, South 65 degrees 00 minutes 00 seconds West, a distance of 215.20 feet; thence, South 65 degrees 00 minutes 00 seconds West, a distance of 51.11 feet to a point on the North right-of-way line of East Drive; thence, North 16 degrees 32 minutes 00 seconds West, along said right-of-way line, a distance of 176.70 feet to a point of curvature of a curve to the left, having a radius of 194.25 feet, a central angle of 35 degrees 55 minutes 09 seconds, a chord bearing of North 34 degrees 29 minutes 35 seconds West, and a chord distance of 119.79 feet; said curve being said right-of-way line; thence, Northwesterly, along the arc of said curve, a distance of 121.78 feet to the point of tangency; thence; North 52 degrees 27 minutes 09 seconds West, along said right-of-way line, a distance of 105.18 feet to the Easterly right-of-way line of Century Boulevard South; said right-of-way line being a curve concave to the West, having a radius of 1090.00 feet; a central angle of 09 degrees 05 minutes 03 seconds, a chord bearing of North 30 degrees 54 minutes 04 seconds East and a chord distance of 172.64 feet; thence, Northeasterly, along the arc of said curve, a distance of 172.82 feet to the Point of Beginning.

Parcel 12:

#### WESTBURY RECREATION AREA

A parcel of land in Section 2, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southwest corner of said Section 2, bear North 01 degrees 15 minutes 00 seconds West, along the West line of said Section, a distance of 2685.49 feet to the West quarter Section corner of said Section 2; thence, North 01 degrees 12 minutes 39 seconds West, along said West section line, a distance of 1645.84 feet; thence, due East, a distance of 1341.54 feet to the Point of Beginning; thence, due North, a distance of 107.00 feet; thence, due East, a distance of 36.00 feet; thence, due North, a distance of 41.00 feet; thence, due East, a distance of 130.00 feet; thence, due South, a distance of 112.00 feet; thence, due West, a distance of 36.00 feet; thence, due South, a distance of 72.00 feet; thence, due West, a distance of 90.00 feet; thence, due North, a distance of 36.00 feet; thence, due West, a distance of 40.00 feet to the Point of Beginning.

Parcel 13:

#### VENTNOR RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel being specifically described as follows:

From the Southeast corner of Section 3, bear North 01 degrees 15 minutes 00 seconds West,

along the East line of said Section 3, a distance of 2685.49 feet to the East one-quarter section corner; thence, North 01 degrees 12 minutes 329 seconds West, along said East section line, a distance of 100.15 feet; thence, due West, a distance of 2684.69 feet to the Point of Beginning. Thence, South 88 degrees 19 minutes 56 seconds West, a distance of 297.63 feet; thence, North 23 degrees 47 minutes 53 seconds West, a distance of 43.37 feet; thence, North 01 degrees 13 minutes 22 seconds West, a distance of 120.00 feet; thence, South 88 degrees 46 minutes 38 seconds West, a distance of 40.00 feet; thence, North 01 degrees 13 minutes 22 seconds West, a distance of 317.00 feet; thence, North 88 degrees 46 minutes 38 seconds East, a distance of 93.34 feet; thence South 01 degrees 00 minutes 00 seconds East, a distance of 182.58 feet; thence South 31 degrees 00 minutes 00 seconds East, a distance of 158.24 feet; thence South 51 degrees 00 minutes 00 seconds East, a distance of 239.73 feet to the Point of Beginning.

Parcel 14:

#### OAKRIDGE RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said section, a distance of 1132.19 feet; thence, due West, a distance of 1792.51 feet to a point of the Southwesterly right of way line of Century Boulevard and the Point of Beginning; thence South 50 degrees 00 minutes 00 seconds West, a distance of 180.00 feet; thence North 40 degrees 00 minutes 00 seconds West, a distance of 86.11 feet; thence, due West, a distance of 119.61 feet to a point on the East line of the "Nature Preserve"; thence, due North, along said East line, a distance of 100.00 feet; thence, due East, a distance of 277.68 feet to a point on a curve concave to the Northeast, having a radius of 550.00 feet; a central angle of 06 degrees 23 minutes 36 seconds, a chord bearing of South 34 degrees 58 minutes 48 seconds East and a chord distance of 6.34 feet; said curve being on the Southwesterly right of way line of Century Boulevard; thence, Southeasterly, along the arc of said curve, a distance of 61.37 feet to the end of said curve and the Point of Beginning.

Parcel 15:

#### NEWPORT RECREATION AREA

A parcel of land in Section 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel being specifically described as follows:

From the Southeast corner of said Section 3, bear North 01 degrees 15 minutes 00 seconds West, along the East line of said section, a distance of 288.42 feet; thence, due West, a distance of 2458.61 feet to the Point of Beginning; thence, South 82 degrees 48 minutes 15 seconds West, a distance of 203.11 feet; thence South 89 degrees 19 minutes 00 seconds West, a distance of 198.21 feet; thence, North 00 degrees 41 minutes 00 seconds West, a distance of 145.00 feet; thence, North 89 degrees 19 minutes 00 seconds East, a distance of 280.97 feet; thence, South 45 degrees 00 minutes 00 seconds East, a distance of 170.46 feet to the Point of Beginning.

**EXHIBIT B**

**This exhibit was redacted from the instrument before submission for recording as it contains confidential and personal financial information**

**EXHIBIT C-1**

**This exhibit was redacted from the instrument before submission for recording as it contains confidential and personal financial information**

Filing # 110375104 E-Filed 07/16/2020 06:25:06 PM

**IN THE COUNTY COURT OF THE 17TH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CONO20007490 DIVISION 71 JUDGE Louis Schiff

**CVE Master Management Co Inc**

Plaintiff(s) / Petitioner(s)

v.

**Unknown Heirs or Beneficiaries of Estate, et al**

Defendant(s) / Respondent(s)

\_\_\_\_\_ /

**ORDER APPOINTING ATTORNEY AD LITEM**

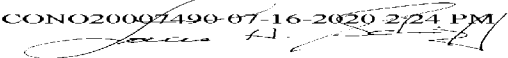
**THIS MATTER** having been before the court on July 8, 2020 at 11:15 a.m. on the plaintiffs Petition for Appointment Attorney ad litem, and the court having considered the petition hereby appoints Jerome R. Schechter, Esq., as attorney ad litem for Defendant, THE ESTATE OF SHIRLEY E. DOWLING for the purpose of determining whether such heirs exists and their interest in the real property, and to represent the interest of Defendant in the above-styled action.

**HEREBY ORDERED AND ADJUDGED** that Court is making the appointment at request of Plaintiff, of Jerome R. Schechter, Esq., is hereby **GRANTED**.

**FURHTER ORDERED AND ADJUGED THAT** Jerome R. Schechter, Esq., shall serve and post a bond in the amount of \$0.00, and the appointment as attorney ad litem will become effective immediately on filing of the oath. Service of process on the attorney ad litem shall not be necessary because he shall appear without service of process. The attorney ad litem shall be entitled to reasonable compensation in the amount of \$350.00. This compensation shall be paid by Plaintiff and shall be an administrative expense payable from the proceeds of the sale of the subject property.

CaseNo: CONO20007490  
Page 2 of 2

**DONE and ORDERED** in Chambers, at Broward County, Florida on 07-16-2020.

  
CONO20007490 07-16-2020 2:24 PM

CONO20007490 07-16-2020 2:24 PM

Hon. Louis Schiff

**COUNTY JUDGE**

Electronically Signed by Louis Schiff

**Copies Furnished To:**

Brian Abelow , E-mail : [brian@bmwlawyers.net](mailto:brian@bmwlawyers.net)

Brian Abelow , E-mail : [nicole@bmwlawyers.net](mailto:nicole@bmwlawyers.net)

Jerome R. Schechter , E-mail : [jrspa@bellsouth.net](mailto:jrspa@bellsouth.net)

Jerome R. Schechter , E-mail : [jrspa@live.com](mailto:jrspa@live.com)

Jerome R. Schechter , E-mail : [greenberg.attorney@gmail.com](mailto:greenberg.attorney@gmail.com)

Return To:  
Records Processing Services  
577 Lamont Road  
Elmhurst, IL 60126

**MORTGAGE**

315301

If box is checked, this Mortgage secures future advances.

THIS MORTGAGE is made this 9TH day of APRIL 20 07, between the Mortgagor, SHIRLEY E. DDWLING, SINGLE

(herein "Borrower"), and Mortgagee HOUSEHOLD FINANCE CORPORATION III, a corporation organized and existing under the laws of DELAWARE whose address is 7260 WEST ATLANTIC BLVD, MARGATE, FL 33063 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 23,557.08, evidenced by Borrower's Loan Agreement dated APRIL 9, 2007 and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, (including any adjustments in the amount of payments or the contract rate if that rate is variable), with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 9, 2027;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated \_\_\_\_\_ and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ \_\_\_\_\_;

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby Mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of BROWARD State of Florida:

ALL THAT CERTAIN LAND SITUATE IN BROWARD COUNTY, FLORIDA, TO-WIT:

CONDOMINIUM PARCEL NO. 4006 OF DURHAM A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORD BOOK 6072 AT PAGE 451 THROUGH 550, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SUBJECT TO ALL RESERVATIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF RECORD AND TO ALL APPLICABLE ZONING ORDINANCES AND/OR RESTRICTIONS IMPOSED BY GOVERNMENTAL AUTHORITIES, IF ANY.  
TAX MAP OR PARCEL ID NO.: 48-42-02-DG-078

This instrument was prepared by: JUDITH T. HERSCHCOVICH (Name)

7260 WEST ATLANTIC BLVD, MARGATE, FL 33063





-2-

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to Mortgage, grant and convey the Property, and that the property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest (including any variations in interest resulting from changes in the Contract Rate that may be specified in the Note) on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to paragraph 2. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in paragraph 12. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each monthly payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Funds for Escrow Items.**

Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under paragraph 5; and (d) Mortgage Insurance premiums, if any. These items are called "Escrow Items." At origination or at any time during the term of the Note, Lender may require that community association dues, fees, and assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in paragraph 7. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under paragraph 7 and pay such amount and Borrower shall then be obligated under paragraph 7 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with paragraph 12 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph 2.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 35000), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this security instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the



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Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, or if the deficiency is for taxes and insurance premiums, the lender will notify Borrower within 15 days after Lender receives the notification of taxes due from the county tax collector or receives the notification from the insurer that a premium is due. Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

**3. Application of Payments or Proceeds.** Except as otherwise described in this paragraph 3 or as may be required by the Note and/or applicable law, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under paragraph 2. Such payments shall be applied to each monthly payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Mortgage, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent monthly payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one monthly payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the monthly payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more monthly payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or other proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the monthly payments.

**4. Prior Mortgages and Deed of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any Mortgage, Deed of Trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard Mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any Mortgage, Deed of Trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required Mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note Rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting Payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection on specifying reasonable cause thereof related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender, subject to the terms of any Mortgage, Deed of Trust or other security



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agreement with a lien which has priority over this Mortgage.

**10. Borrower Not Released by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower and all other parties who are or hereafter become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to Mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class or certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class or certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, Costs, "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, or as otherwise required by law, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and the sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to



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be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, court costs, and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreement of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (c) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

**22. Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

(THIS SPACE INTENTIONALLY LEFT BLANK)



REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.

Handwritten signature of Shirley E Dowling (Seal) - Borrower, 4006 DURAM A (Address), DEERFIELD BEACH, FL. 33442 (City, State, Zip Code)

Blank lines for Borrower signature, address, and city/state/zip code.

STATE OF FLORIDA

COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me this 9TH day of APRIL 2007 by SHIRLEY E DOWLING, who is personally known to me or who has produced FLORIDA DRIVER LICENSE as identification and who did (did not) take an oath.

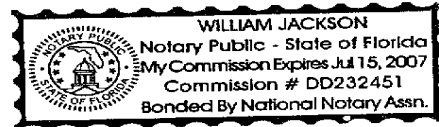
(SEAL)

My Commission expires: 2/15/07

Handwritten signature of William Jackson (Signature of Notary), WILLIAM JACKSON (Notary's name - typed or printed), Notary Public, DD 232451 (Serial number of notary, if any)

STATE OF FLORIDA

COUNTY OF:



The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_ 20\_\_\_ by \_\_\_, who is personally known to me or who has produced \_\_\_ as identification and who did (did not) take an oath.

(SEAL)

My Commission expires:

Blank lines for Notary signature, name, and serial number.

(Space Below This Line Reserved For Lender and Recorder)



When Recorded Return To:  
Springleaf Financial Services  
C/O Nationwide Title Clearing, Inc.  
2100 Alt. 19 North  
Palm Harbor, FL 34683

**HSBC # 16801466A**  
**SLFS # 18680120**

### ASSIGNMENT OF MORTGAGE

**CONTACT SPRINGLEAF MORTGAGE SERVICES, INC. FOR THIS INSTRUMENT 601 N. SECOND STREET, EVANSVILLE, IN, 47708, TELEPHONE # 812-424-8031, WHICH IS RESPONSIBLE FOR RECEIVING PAYMENTS.**

**FOR GOOD AND VALUABLE CONSIDERATION**, the sufficiency of which is hereby acknowledged, the undersigned, **HOUSEHOLD FINANCE CORPORATION III, A DELAWARE CORPORATION, WHOSE ADDRESS IS 636 Grand Regency Blvd., Brandon, FL, 33510,(ASSIGNOR)**, by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to **SPRINGCASTLE CREDIT FUNDING TRUST, THROUGH ITS TRUSTEE WILMINGTON TRUST, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 601 N.W. SECOND STREET, EVANSVILLE, IN 47708 (812)424-8031, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).**

Said Mortgage was made by **SHIRLEY E DOWLING** and recorded in Official Records of the Clerk of the Circuit Court of **BROWARD** County, **Florida**, in **Book 43877, Page 425 and Instrument # 106983020**, upon the property situated in said State and County as more fully described in said Mortgage.

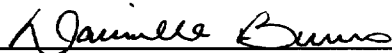
**Dated this 12th day of November in the year 2015**  
**HOUSEHOLD FINANCE CORPORATION III, A DELAWARE CORPORATION, by SPRINGLEAF MORTGAGE SERVICES, INC., its Attorney-in-Fact**



\_\_\_\_\_  
**KIMBERLY SAMONTE**  
**VICE PRESIDENT**

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.





\_\_\_\_\_  
**DANIELLE BURNS**  
**WITNESS**



\_\_\_\_\_  
**SUSAN SCHOTSCH**  
**WITNESS**

**Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152**  
**SFSAS 393125971 \*C\* -- ASNRE DOCR T1115114717 [C-1] EFRMFL1**



\*D0013625878\*

**HSBC # 16801466A**  
**SLFS # 18680120**

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 12th day of November in the year 2015, by Kimberly Samonte as VICE PRESIDENT of SPRINGLEAF MORTGAGE SERVICES, INC. as Attorney-in-Fact for HOUSEHOLD FINANCE CORPORATION III, A DELAWARE CORPORATION, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.



**NICOLE BALDWIN**

**COMM EXPIRES: 08/05/2016**



**Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152**  
SFSAS 393125971 \*C\* -- ASNRE DOCR T1115114717 [C-1] EFRMFL1



\*D0013625878\*

This Instrument prepared by:  
Brian M. Abelow, Esq.  
BENSON, MUCCI & WEISS, P.L.  
5561 North University Drive, Suite 102  
Coral Springs FL 33067  
954-323-1023  
954-323-1013 Facsimile

### CLAIM OF LIEN

KNOW ALL MEN by these presents that: CVE MASTER MANAGEMENT COMPANY, INC., with principal address at 3501 West Drive, Deerfield Beach, FL 33442-2085, claims that this lien pursuant to Florida Statutes and its Master Management Agreement recorded as Exhibit "6" to the Declaration of Condominium of Durham "A" Condominium Association, Inc. recorded in OR Book 6072 Page 451 inclusive against the following real property which street address is 4006 Durham A, Deerfield Beach, FL 33442 legally described as follows:

**Condominium Parcel No. 4006 of DURHAM A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Record Book 6072 at Page 451 through 550, inclusive, of the Public Records of Broward County, Florida.**

Folio Number: 1079-362922-688

The record owner of the property is the ESTATE OF SHIRLEY DOWLING. The mailing address of the record owner is 4006 Durham A, Deerfield Beach, FL 33442. CVE Master Management Company, Inc. is owed the following amount for shares of the common expenses in the principal amount of:

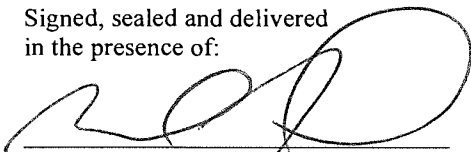
December 1, 2013 through February 3, 2020


\$6,481.05

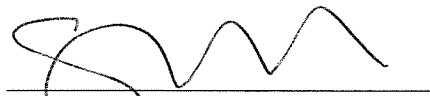
plus, interest at the rate of 18% per annum from the due dates. This Claim of Lien shall also secure all unpaid assessments, interests, late fees, costs and attorney's fees which are due, and which may accrue subsequent to the date of this Claim of Lien and prior to entry of a final judgment of foreclosure. The Lienor claims this lien on the following described property together with all tangible personal property, including furnishings, fixtures, appliances, equipment and goods located upon or with the condominium parcel in Broward County, Florida described above.

Signed, sealed and delivered in the presence of:

CVE MASTER MANAGEMENT COMPANY, INC.

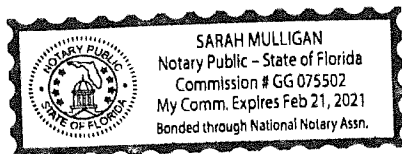
  
\_\_\_\_\_  
Nicole Francis

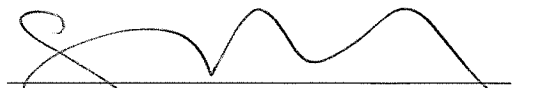
By:   
\_\_\_\_\_  
Brian Abelow, Esq., Authorized Agent

  
\_\_\_\_\_  
Sarah Mulligan

State of Florida            )  
County of Broward        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 3<sup>rd</sup> day of February 2020, before me, a Florida Notary Public, by Brian M. Abelow, Esq., an authorized agent of CVE Master Management Company, Inc., who is personally known to me, and did take an oath.



  
\_\_\_\_\_  
Notary Public Signature



Case Number: CONO-20-007490 Division: 71  
Filing # 108316599 E-Filed 06/03/2020 11:41:04 AM

This instrument prepared by:  
Brian M. Abelow, Esq.  
BENSON, MUCCI & WEISS, P.L.  
5561 North University Drive, Suite 102  
Coral Springs FL 33067  
954-323-1023  
954-323-1013 Facsimile

IN THE COUNTY COURT IN AND FOR  
BROWARD COUNTY, FLORIDA

**CASE #:**

CVE MASTER MANAGEMENT  
COMPANY, INC., a Florida corporation,

Plaintiff,

vs.

THE ESTATE OF SHIRLEY E. DOWLING;  
UNKNOWN HEIRS OR BENEFICIARIES  
OF THE ESTATE OF SHIRLEY E.  
DOWLING, DECEASED; SPRING CASTLE  
CREDIT FUNDING TRUST; UNKNOWN  
TENANT #1; and UNKNOWN TENANT #2,

Defendants.

**NOTICE OF LIS PENDENS**

TO: THE ESTATE OF SHIRLEY E. DOWLING; UNKNOWN HEIRS OR BENEFICIARIES  
OF THE ESTATE OF SHIRLEY E. DOWLING, DECEASED; SPRING CASTLE CREDIT  
FUNDING TRUST; UNKNOWN TENANT #1; and UNKNOWN TENANT #2

and all others whom it may concern:

**YOU ARE NOTIFIED OF THE FOLLOWING:**

1. The Plaintiff has instituted this action against you to foreclose its assessment lien  
with respect to the property described below.

2. The Plaintiff in this action is CVE MASTER MANAGEMENT COMPANY,

INC.

3. The case number of this action is as shown in the caption above.
4. The property that is the subject matter of this action is in Broward County,

Florida, described as:

Condominium Parcel No. 4006, of DURHAM "A" CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof, recorded in Official Record Book 6072, Page 451, as amended from time to time, of the Public Records of Broward County, Florida.

**DATED** this 3rd day of June 2020.

s/ Brian M. Abelow

Brian M. Abelow, Esq.

Florida Bar No.: 0068094

[Brian@BMWlawyers.net](mailto:Brian@BMWlawyers.net)

**BENSON, MUCCI & WEISS, P.L.**

5561 North University Drive

Suite 102

Coral Springs, Florida 33067

Telephone: 954-323-1023

Facsimile: 954-323-1013

Prepared by and Return to:

COLONIAL BANK  
Association Services Credit  
5830 142nd Ave N.  
Clearwater, FL 33760

**COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENT**  
**AND ASSIGNMENT OF LIEN RIGHTS**  
(this "Assignment")

THIS ASSIGNMENT, granted this 17th day of July, 2008, by, **Durham "A" Condominium Association, Inc.**, a non-profit Florida corporation, whose address is: **2021 Durham A, Deerfield Beach, Florida** (the "Assignor"), to **Colonial Bank**, its successors or assigns (the "Bank"), whose address is **5830 142 Avenue, Clearwater, Florida, 33760** and is made in reference to the following facts:

**RECITALS**

(A) The Assignor is a Corporation not for profit organized and existing under the laws of the State of Florida, and is a condominium association, as that term is defined in Chapter 718, Florida Statutes, charged with the operation, maintenance and management of the real property commonly known as **Durham "A" Condominium Association, Inc.**, a Condominium (the "Condominium") as more particularly described in that certain Declaration of Condominium recorded in **O.R. Book 6072, Page 451** et seq., and any amendments thereto, of the Public Records of **Broward County, Florida** (the "Declaration").

(B) Pursuant to the terms and provisions of the Declaration, the Assignor has the legal authority to levy assessments against the owners of the units in the Condominium in order to accumulate the funds necessary to pay the common expenses of the Condominium as described in the Declaration.

(C) Bank has extended to Assignor a loan and said loan is to be secured by certain other instruments and all of such instruments of security and the Note shall be referred to collectively herein as the "Documents".

(D) The Assignor has agreed to and does execute this Assignment as a part of the loan transaction.

NOW, THEREFORE, the Assignor covenants and agrees to and with the Bank as follows:

1. Recitals. The statements contained in the recitals of fact set forth above (the "Recitals") are true and correct and the Recitals by this reference are made a part of this Agreement.

2. Bank's Security. As collateral and security for the payment of the indebtedness under the Note and for the performance of each and every of the covenants and agreements contained in the Documents and herein, the Assignor sells, assigns, transfers, sets over and delivers unto the Bank and agrees to and does hereby grant to the Bank a security interest in and to the following: (a) all of the Assignor's document or contractual rights, written or verbal, now owned or hereafter acquired, to levy and collect assessments for common expenses as described in the Declaration, and all proceeds thereof; (b) all present and future assessments, income, accounts, accounts receivable and the proceeds thereof, except assessments designated as reserve funds; (c) all bank accounts and deposit accounts into which any of the proceeds of the foregoing are deposited; (d) all present and future right, title and interest of the Assignor to claim a lien against each and every unit in the Condominium to secure payment of common expense assessments described in (b) above as permitted and as provided in the Declaration and in Chapter 718, Florida Statutes, as they may now exist or may be amended hereafter from time to time (the "Lien Rights"); and (e) proceeds of all the foregoing (all collectively being referred to herein as the "Assessments"). The security of this Assignment is and shall be primary. The Assignor hereby warrants that there are no contracts, agreements, assignments, pledges, hypothecations or other similar agreements granting a security interest in or to any of the Assessments as of the day and year first above written nor shall there be any in existence on the date of recordation of this Assignment or any other instruments of security. Assignor further warrants that it has not executed nor will it execute at any time during the term of the aforesaid loan any other assignments or instruments encumbering the items described above which might prevent Bank from operating under any of the terms and conditions of this Assignment.

3. Application of Proceeds. The Assignor does hereby authorize and empower the Bank to collect and receive the Assessments from the unit owners, and to enforce the Lien Rights, for application toward the reduction of the indebtedness under the Note. The Assignor hereby expressly authorizes and directs any and all persons or entities who now or who may in the future owe Assignor any Assessments, as well as those persons or entities who now or who may in the future hold such Assessments for or on behalf of the Assignor, to pay over and deliver all of such funds to the Bank upon receiving written demand from the Bank. Pursuant to paragraph 15 of this Assignment, it is understood and agreed, however, that no such demand shall be made unless and until there has been either a default in the payment of the Note or a failure by Assignor to carry out the covenants, agreements, and obligations set out in the Documents or this Assignment, but upon demand the unit owners shall pay the Assessments to the Bank without further inquiry. The exercise by the Bank of its right to receive such Assessments shall not prevent the Bank from exercising any of its rights under the Documents, nor any of its other rights under this Assignment, and in addition the Bank shall have and may exercise from time to time any and all rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida and any and all other rights and remedies available to it under any other applicable law, including but not limited to, the right to foreclose this Assignment, and any other instrument of security for the Note in the same proceedings. Until such demand is made, Assignor is authorized to collect, or continue collecting, such Assessments and enforcing the Lien Rights in accordance with the Declaration.

4. Covenants. Assignor agrees that at its sole expense it: (a) will duly and punctually perform and comply with any and all representations, warranties, covenants, terms and provisions to be performed or complied with by it in the Declaration relating to its ability to levy and collect the Assessments and to enforce the Lien Rights; (b) will not voluntarily terminate, cancel or waive its rights or the obligations of any other party with regard to any of the Assessments or the Lien Rights without the express written consent of the Bank; (c) will maintain all Assessments and Lien Rights in full force and effect; (d) will enforce the Assessments in accordance with their terms and the terms of the Declaration; (e) will appear in and defend any action or proceeding arising under or in any manner connected with any of the Assessments or the Lien Rights or the representations, warranties, covenants and agreements of it or the other party or parties thereof; (f) will furnish the Bank upon demand with executed copies of all documents, notices, correspondence, meeting minutes and other written materials related to the levying or enforcement of the Assessments; (g) use all funds collected to the extent necessary for the purpose of satisfying, reducing the interest, principal and other sums that may be due under the note; and (h) will take all additional action to these ends as from time to time may be requested in writing by the Bank.

5. Application of Assessments. All sums collected and received by Bank as a result of a default under the Note and the subsequent enforcement of this Assignment shall first be applied to the payment of the reasonable costs and expenses of collection thereof. The balance, if any, which shall be known as the "net income", shall be applied first to interest due under the Note and then toward reduction of the principal indebtedness evidenced by the Note, provided, however, that no credit shall be given by Bank for any sum or sums received from Assessments until the amount collected is actually received by Bank, and no credit shall be given for any uncollected amounts or bills.

6. Additional Assessments. In the event the funds assessed by Assignor against its members, as the Assessments are provided for in the operating budgets adopted from time to time by Assignor, are not sufficient to timely tender all of the payments required under the terms and provisions of the Note, then Assignor shall levy such additional Assessments as may be necessary, on an emergency basis, to timely tender all of the payments due pursuant to the terms and provisions of the Note.

7. Future Documents. The Assignor agrees from time to time to execute and deliver all such instruments and to take all such action for the purpose of further effectuating this Assignment and the carrying out of the terms hereof, as may be requested in writing by the Bank.

8. Indemnification. Neither the execution of this Assignment nor any action or inaction on the part of Bank under this Assignment shall release the Assignor from any of its obligations under the Declaration, or constitute an assumption of any such obligations on the part of the Bank, and Assignor shall and does hereby agree to indemnify the Bank for and to hold it harmless of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Declaration. Should the Bank incur any such liability, loss or damage under or through the Declaration or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Bank therefor immediately upon demand. Such attorneys' fees and costs shall include, but not be limited to, fees and costs incurred in any phase of litigation, including, but not limited to, all trials, proceedings and appeals, and all appearances in and connected with any bankruptcy proceedings or creditors' reorganization proceedings. No action or failure to act on the part of Assignor shall adversely affect or limit in any way the rights of Bank under this Assignment or, through this Assignment, under the Assessments or the Lien Rights. Nothing herein contained shall be construed as making the Bank, or its successors and assigns, an assignee in possession, nor shall Bank, or its successors and assigns, be liable for laches, or failure to collect said Assessments, and it is understood that Bank is to account only for such sums as are actually collected.

9. Notice to Unit Owners. The Bank may notify any unit owner of the Condominium of the terms and provisions of this Assignment by mailing a copy of this Assignment to such unit owner, or otherwise. Recordation of this Assignment in the public records of the county in which the Property is located shall constitute notice to any unit owner of the terms and provisions hereof.

10. Non-Waiver. IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of its privilege to collect the Assessments hereunder, shall be construed as a waiver by the Bank or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Note for which this Assignment is given as security.

11. Event of Default; Remedies. A breach of a covenant hereunder and/or in the event of a default under the Note and/or in the event of a default under any of the other Documents shall constitute an event of default hereunder. Assignor with written notice of such default), Bank shall have all remedies available at law and in equity, including the right to require specific performance of the terms, conditions, provisions, covenants and agreements described in this Assignment. In the event of such default, Bank shall have the right to notify each member of Assignor to pay directly to Bank, until the Note shall be paid in full, all Assessments imposed against the members of the Assignor and each member of the Assignor shall be entitled to rely upon such written directions from Bank without the necessity of receiving confirmation from Assignor. In addition, in the event of an uncured default under this Assignment and/or under the Note and/or under any of the other Documents, Bank shall, upon the filing of a bill in equity to enforce the rights of Bank hereunder and to the extent permitted by law and without regard to the value or the adequacy of the security, be entitled to apply for the appointment of a receiver to take financial control of the operation of Assignor. The receiver shall collect all Assessments and other revenues due to Assignor and shall apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State of Florida. In all events, Assignor shall be liable for all costs and expenses of collection and enforcement hereof, including reasonable court costs and attorneys' fees, whether or not suit is instituted and including all costs and fees of appellate proceedings.

12. Agents and Employees in Collection. Bank may, after occurrence of a default as above provided, from time to time appoint and dismiss such agents or employees, including professionals, as shall be necessary for the collection and enforcement of such Assessments and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority on Assignor's behalf to collect and enforce collection of the Assessments and to do all acts relating to the collection of the Assessments as may be authorized by the Declaration. Bank shall have the sole control of such agents or employees and such agents or employees shall be paid from the proceeds of the Assessments as a cost of collection. Assignor hereby expressly releases Bank from any liability to Assignor for the acts of such agents or employees so long as they exercise reasonable care. Furthermore, the costs and expenses of any agents utilized by Bank shall be borne exclusively by Assignor.

13. Present Assignment. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Bank shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Note, but upon the occurrence of any such default the Bank shall be entitled, upon notice to the unit owners, to all Assessments and other amounts then due under the Declaration and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the unit owners to pay all such amounts to the Bank without proof of the default relied upon. The unit owners are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Bank for the payment to the Bank of any portion of the Assessments or other sums which may be or thereafter become due under the Declaration and shall have no right or duty to inquire as to whether any default under the Note or this Assignment has actually occurred or is then existing.

14. No Amendment of Resolutions, Declaration, Articles of By-Laws. As long as this Assignment remains in effect, Assignor agrees that the Resolutions, including representations as to notice and approval of the Loan hereinbefore identified in the recitals of this Assignment, nor the Assessments nor the lien item in each annual budget adopted by the Assignor may be modified nor any liability released nor any changes made in connection with payment terms or any other changes, amendments or modifications of whatsoever kind, without the prior written consent of Bank. Furthermore, Assignor shall not amend or modify the terms and provisions of the Declaration which would adversely affect the rights of Bank under this Assignment without the consent of Bank (which consent shall not be unreasonably withheld), and Assignor shall not amend or modify the By-Laws or the Articles without the consent of Bank (which consent shall not be unreasonably withheld), if such amendments would adversely affect in any manner the rights of Bank under this Amendment.

15. Continuing Obligation to Update Corporate Officers/Directors/Address. Assignor shall have a continuing, affirmative duty to provide written notification to Bank immediately upon any addition, deletion or other change in any of the officers, directors and/or address of Assignor. Assignor understands that Bank may rely on the most recent information actually received by Bank, which may include information transmitted by facsimile.

16. Notices. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "notices") shall be deemed sufficient if in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at such address as each party has provided to the other, or at such other address which the party may hereafter designate by Notice given in like fashion. Notice shall be deemed received when delivered if by hand delivery or three (3) business days after sent postage prepaid, certified mail, return receipt requested. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc., may be sent by ordinary first class mail or facsimile.

17. Termination. This Assignment and all of its provisions shall end if and when the Bank shall execute and record a satisfaction of the Documents in the public records of the county in which the Condominium is located; otherwise, the provisions hereof shall remain in full force and effect.

18. Binding Effect. All of the covenants and agreements herein shall bind, and the benefits and advantages shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, grantees, successors and assigns.

19. Terms. The term "unit owners" as used herein shall include any and all persons or entities who shall now be or hereafter become owners of units or homes in the Condominium as defined in the Declaration. The terms "Assignor" and "Bank" shall include the parties and their respective successors and assigns.

20. Headings. The headings of the paragraphs contained in this Assignment are for convenience of reference only and does not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

21. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of Florida. Time is of the essence of this Agreement. No modification, alteration or amendment to the terms or provisions of this Agreement shall be effective unless the same is in writing, is executed by both parties and is recorded in the public records of the county in which the Condominium is located. No failure by the Bank to insist on full or timely performance of any covenant or obligation of the Assignor hereunder on any occasion shall be construed as a waiver of such covenant or obligation, or the right of the Bank to insist on full or timely performance of such covenant or obligation at a future time. The Assignor may not assign or otherwise encumber, pledge or burden its interest or obligation under this Assignment, nor may the Assignor further pledge, encumber or assign the Assessments or the Lien Rights, without the prior expressed written consent of the Bank.

**[Signatures Appear on Immediately Following Page]**

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument under seal the day and year first above written.

WITNESSES

[Signature]  
Signature of Witness

HARRIET MACK  
Print or type Name of Witness

[Signature]  
Signature of Witness

HARRIET MACK  
Print or type Name of Witness

**Durham "A" Condominium Association, Inc.**  
a non-profit Florida corporation

By: [Signature]  
**Roberta Shapiro, President**

By: [Signature]  
**Seymour Marshak, Secretary**

Assignment of Assessment and Lien Rights

STATE OF FLORIDA

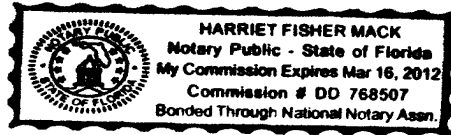
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18 day of July, 2008, by **Roberta Shapiro, as President of Durham "A" Condominium Association, Inc.**, a non-profit Florida corporation, on behalf of the corporation.

Personally known  
 Florida Driver's License  
 Other Identification Produced

[Signature]  
Notary Public  
HARRIET FISHER MACK  
Print or type name of Notary

(SEAL)



STATE OF FLORIDA

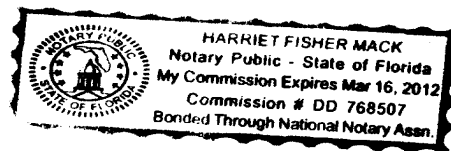
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18 day of July, 2008, by **Seymour Marshak, as Secretary of Durham "A" Condominium Association, Inc.**, a non-profit Florida corporation, on behalf of the corporation.

Personally known  
 Florida Driver's License  
 Other Identification Produced

[Signature]  
Notary Public  
HARRIET FISHER MACK  
Print or type name of Notary

(SEAL)



DATE: April 1st, 2021  
PROPERTY ID # 484202-DG-0780 (TD # 46619)

# WARNING

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

ESTATE OF SHIRLEY E DOWLING, DECEASED  
4006 DURHAM A  
DEERFIELD BEACH, FL 33442

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 4006 DURHAM A, DEERFIELD BEACH, FL 33442 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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

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

*AMOUNTS SHOWN BELOW ARE ESTIMATED AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO 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 April 30, 2021 .....\$4,959.71
- Or
- \* Estimated Amount due if paid by May 18, 2021 .....\$5,024.68

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 19, 2021 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT  
[www.broward.org/recordstaxestreasury](http://www.broward.org/recordstaxestreasury)

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

DATE: April 1st, 2021  
PROPERTY ID # 484202-DG-0780 (TD # 46619)

# WARNING

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

SPRINGCASTLE CREDIT FUNDING TRUST, THROUGH ITS  
TRUSTEE WILMINGTON TRUST, NATIONAL ASSOCIATION  
601 N.W. SECOND STREET  
EVANSVILLE, IN 47708

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

DATE: April 1st, 2021  
PROPERTY ID # 484202-DG-0780 (TD # 46619)

# WARNING

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COLONIAL BANK  
5830 142 AVENUE  
CLEARWATER, FL 33760

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DATE: April 1st, 2021  
PROPERTY ID # 484202-DG-0780 (TD # 46619)

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

CVE MASTER MANAGEMENT COMPANY, INC.  
3501 WEST DRIVE  
DEERFIELD BEACH, FL 33442-2085

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

- \* Estimated Amount due if paid by April 30, 2021 .....\$4,959.71
- Or
- \* Estimated Amount due if paid by May 18, 2021 .....\$5,024.68

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 19, 2021 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT  
[www.broward.org/recordstaxestreasury](http://www.broward.org/recordstaxestreasury)

DATE: April 1st, 2021  
PROPERTY ID # 484202-DG-0780 (TD # 46619)

# WARNING

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

CVE MASTER MANAGEMENT COMPANY, INC  
BRIANA M. ABELOW  
BENSON, MUCCI & WEISS, P.L.  
5561 NORTH UNIVERSITY DRIVE SUITE 102  
CORAL SPRINGS, FL 33067

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TRUIST BANK  
C/O KATRINA D RAMEY  
200 WEST SECOND STREET 3RD FLOOR  
WINSTON-SALEM, NC 27101

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BECKER & POLIAKOFF, P.A. ALLEN M. LEVINE, ESQUIRE, REGISTERED AGENT  
O/B/O CENCLUB RECREATION MANAGEMENT, INC.  
1 EAST BROWARD BLVD. #1800  
FORT LAUDERDALE, FL 33301

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

DATE: April 1st, 2021  
PROPERTY ID # 484202-DG-0780 (TD # 46619)

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BENSON MUCCI & WEISS PL, REGISTERED AGENT  
O/B/O CVE MASTER MANAGEMENT COMPANY, INC.  
5561 NORTH UNIVERSITY DRIVE 102  
CORAL SPRINGS, FL 33067

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C T CORPORATION SYSTEM, REGISTERED AGENT  
O/B/O TRUIST BANK  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

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CENCLUB HOMEOWNERS ASSOCIATION, INC.  
C/O CENTURY VILLAGE EAST CLUBHOUSE  
2400 CENTURY BLVD.  
DEERFIELD BEACH, FL 33442

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CENCLUB RECREATION MANAGEMENT, INC.  
C/O CENTURY VILLAGE EAST CLUBHOUSE  
ATTN: RITA PICKAR  
2400 CENTURY BLVD.  
DEERFIELD BEACH, FL 33442

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CVE MASTER MANAGEMENT CO INC  
JEROME R SCHECHTER, ESQ.  
1995 E. OAKLAND PARK BLVD #210  
FORT LAUDERDALE, FL 33306

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MARK F LEVY, REGISTERED AGENT  
O/B/O CEN-DEER COMMUNITIES, INC.  
1601 FORUM PLACE, SUITE 500  
WEST PALM BEACH, FL 33401

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SEACREST SERVICES, INC., REGISTERED AGENT  
O/B/O DURHAM "A" CONDOMINIUM ASSOCIATION, INC.  
2015 DURHAM A  
DEERFIELD BEACH, FL 33442

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ALBERT R. DOWLING  
5265 BRIDGE RD  
COCOA, FL 32927-9018

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1601 FORUM PL SUITE 500  
WEST PALM BEACH, FL 33401

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

- \* Estimated Amount due if paid by April 30, 2021 .....\$4,959.71
- Or
- \* Estimated Amount due if paid by May 18, 2021 .....\$5,024.68

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FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT  
[www.broward.org/recordstaxestreasury](http://www.broward.org/recordstaxestreasury)

DATE: April 1st, 2021  
PROPERTY ID # 484202-DG-0780 (TD # 46619)

# WARNING

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

CITY OF DEERFIELD BEACH  
150 NE 2ND AVE  
DEERFIELD BEACH, FL 33441-3506

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DURHAM "A" CONDOMINIUM ASSOCIATION, INC  
1016 DURHAM A  
DEERFIELD BEACH, FL 33442

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2015 DURHAM A  
DEERFIELD BEACH, FL 33442

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JENNIFER L. HAYES  
12 WELLFLEET DR  
NORFOLK, MA 02056-1810

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JOHN JAMES DOWLING JR  
4940 E SABAL PALM BLVD APT 307  
TAMARAC, FL 33319-2623

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KEVIN M. DOWLING  
PO BOX 952  
HINSDALE, MA 01235-0952

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LORI S. UNDERWOOD  
4006 DURHAM A  
DEERFIELD BEACH, FL 33442-2585

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MICHAEL BOUTZOUKAS, ESQ.  
BECKER & POLIAKROFF, P.A.  
1511 N. WESTSHORE BLVD., STE. 1000  
TAMPA, FL 33607

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SEAN M. DOWLING  
12 WELLFLEET DR  
NORFOLK, MA 02056-1810

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SHIRLEY E. DOWLING EST  
4006 DURHAM A  
DEERFIELD BEACH, FL 33442

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SHIRLEY R. DOWLING  
5265 BRIDGE RD  
COCOA, FL 32927-9018

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TRUST BANK  
214 NORTH TRYON ST  
CHARLOTTE, NC 28202

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

- \* Estimated Amount due if paid by April 30, 2021 .....\$4,959.71
- Or
- \* Estimated Amount due if paid by May 18, 2021 .....\$5,024.68

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 19, 2021 UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT  
[www.broward.org/recordstaxestreasury](http://www.broward.org/recordstaxestreasury)

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**CVE MASTER MANAGEMENT COMPANY, INC.**

**BRIAN M. ABELOW**

**BENSON, MUCCI & WEISS, P.L.**

**5561 NORTH UNIVERSITY DRIVE SUITE 102**

**CORAL SPRINGS, FL 33067**

Total

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O/B/O CVE MASTER MANAGEMENT COMPANY, INC.  
5561 NORTH UNIVERSITY DRIVE 102  
CORAL SPRINGS, FL 33067

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O/B/O TRUIST BANK  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

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**CENCLUB HOMEOWNERS ASSOCIATION, INC.**  
**C/O CENTURY VILLAGE EAST CLUBHOUSE**  
**2400 CENTURY BLVD.**  
**DEERFIELD BEACH, FL 33442**

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CENCLUB RECREATION MANAGEMENT, INC.

C/O CENTURY VILLAGE EAST CLUBHOUSE

ATTN: RITA PICKAR

2400 CENTURY BLVD.

DEERFIELD BEACH, FL 33442

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**JEROME R SCHECHTER, ESQ.**

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**MARK F LEVY, REGISTERED AGENT  
O/B/O CEN-DEER COMMUNITIES, INC.  
1601 FORUM PLACE, SUITE 500  
WEST PALM BEACH, FL 33401**

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**4006 DURHAM A**  
**DEERFIELD BCH, FL 33442-2585**

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**TD 46619 MAY 2021 WARNING**  
**MICHAEL BOUTZOUKAS, ESQ.**  
**BECKER & POLIAKROFF, P.A.**  
**1511 N. WESTSHORE BLVD., STE. 1000**  
**TAMPA, FL 33607**

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**SEAN M. DOWLING**  
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**NORFOLK, MA 02056-1810**

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**TD 46619 MAY 2021 WARNING**  
**SHIRLEY E. DOWLING EST**  
**4006 DURHAM A**  
**DEERFIELD BEACH, FL 33442**

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Total Postage

\$

Sent To

Street and

City, State, ZIP+4™

**TD 46619 MAY 2021 WARNING**  
**SHIRLEY R. DOWLING**  
**5265 BRIDGE RD**  
**COCOA, FL 32927-9018**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 3160 0000 7904 8137

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- |   |          |
|---|----------|
| <input type="checkbox"/> Return Receipt (hardcopy)          | \$ _____ |
| <input type="checkbox"/> Return Receipt (electronic)        | \$ _____ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ _____ |
| <input type="checkbox"/> Adult Signature Required           | \$ _____ |
| <input type="checkbox"/> Adult Signature Required           | \$ _____ |

Postmark  
Here

Postage

\$

Total P

\$

Sent To

Street

City, State, ZIP+4®

**TD 46619 MAY 2021 WARNING**  
**TRUST BANK**  
**214 NORTH TRYON ST**  
**CHARLOTTE, NC 28202**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 020 3160 0000 7904 8144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 46619 MAY 2021 WARNING**  
 CENCLUB RECREATION MANAGEMENT, INC.  
 C/O CENTURY VILLAGE EAST CLUBHOUSE  
 ATTN: RITA PICKAR  
 2400 CENTURY BLVD.  
 DEERFIELD BEACH, FL 33442



9590 9402 6146 0209 0966 90

2. Article Number (Transfer from service label)

7020 3160 0000 7904 7970

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Whordan*  Agent  Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

*CUA at front desk*

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> all Restricted Delivery (over 5000)     |   |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 46619 MAY 2021 WARNING  
 CVE MASTER MANAGEMENT CO., INC.  
 3501 WEST DRIVE  
 DEERFIELD BEACH, FL 33442-2085



9590 9402 6146 0209 0965 53

2. Article Number (Transfer from carrier label)

7020 3160 0000 7904 7901

A. Signature

X *[Handwritten Signature]*  Agent  
 Addressee

B. Received by (Printed Name)

*[Handwritten Name]*

C. Date of Delivery

*[Handwritten Date]*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 46619 MAY 2021 WARNING**  
 SEACREST SERVICES, INC., REGISTERED AGENT  
 O/B/O DURHAM "A" CONDOMINIUM ASSOC., INC.  
 2015 DURHAM A  
 DEERFIELD BEACH, FL 33442



9590 9402 6146 0209 0966 69

2. Article Number (Transfer from service label)

7020 3160 0000 7904 8007

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *V. Jordan*

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

*Clair*  
*mail box*

3. Service Type

- |   |   |
|---|---|
| <input type="checkbox"/> Adult Signature                                      | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery                  | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                                      | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery                   | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                                  | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery              | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery (over \$500) |   |

Domestic Return Receipt



SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 46619 MAY 2021 WARNING  
 SHIRLEY E. DOWLING EST  
 4006 DURHAM A  
 DEERFIELD BEACH, FL 33442



9590 9402 6146 0209 0968 67

2. Article Number (Transfer from service label)

7020 3160 0000 7904 8120

A. Signature

x *K Jordan*

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

*Clg in  
mailbox*

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 46619 MAY 2021 WARNING**  
 MARK F LEVY, REGISTERED AGENT  
 O/B/O CEN-DEER COMMUNITIES, INC.  
 1601 FORUM PLACE, SUITE 500  
 WEST PALM BEACH, FL 33401



9590 9402 6146 0209 0966 76

2. Article Number

7020 3160 0000 7904 7994

A. Signature

X *Jaggy Curran*

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

4-5-21

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Delivery Restricted Delivery
- Insured Mail Restricted Delivery (over \$500)

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 4619 MAY 2021 WARNING  
 JENNIFER L. HAYES  
 12 WELLFLEET DR  
 NORFOLK, MA 02056-1810



9590 9402 6146 0209 0968 36

2. Article Number

7020 3160 0000 7904 8069

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

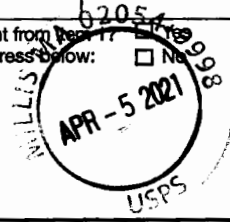
X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from that on label?  Yes  No  
 If YES, enter delivery address below:



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 3619 MAY 2021 WARNING  
 SEAN M. DOWLING  
 12 WELLFLEET DR  
 NORFOLK, MA 02056-1810



9590 9402 6146 0209 0968 74

7020 3160 0000 7904 8113

A. Signature

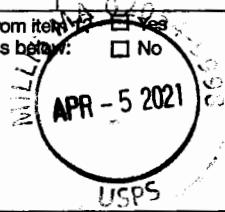
X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item label?  Yes  
 If YES, enter delivery address below:  No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Certified Mail Restricted Delivery with Signature Confirmation
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 46619 MAY 2021 WARNING  
 DURHAM "A" CONDOMINIUM  
 ASSOCIATION, INC  
 2015 DURHAM A  
 DEERFIELD BEACH, FL 33442



9590 9402 6146 0209 0968 43

2. Article Number (Optional)

7020 3160 0000 7904 8052

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Whorlan*  Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

*CA in mailbox*

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Mail Restricted Delivery (over \$500)   |   |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 46619 MAY 2021 WARNING  
 CENCLUB HOMEOWNERS ASSOCIATION, INC.  
 C/O CENTURY VILLAGE EAST CLUBHOUSE  
 2400 CENTURY BLVD.  
 DEERFIELD BEACH, FL 33442



9590 9402 6146 0209 0967 06

2. Article Number (Printed)

7020 3160 0000 7904 7963

PS Form 3811, July 2015 PSN 7530-02-000-9053

A. Signature

X

*W Jordan*

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

*via left at front desk*

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Certified Mail Restricted Delivery on Delivery
- Certified Mail Restricted Delivery on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)

- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY


- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature  Agent  
 X *V. Jordan*  Addressee

B. Received by (Printed Name) C. Date of Delivery

1 Article Addressed to:

TD 46619 MAY 2021 WARNING  
 LORI S. UNDERWOOD  
 4006 DURHAM A  
 DEERFIELD BCH, FL 33442-2585



9590 9402 6146 0209 0967 51

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

*CIA in  
 mailbox*

2 Article Number (Transfer from mailpiece)

7020 3160 0000 7904 8090

3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 46619 MAY 2021 WARNING**  
 CVE MASTER MANAGEMENT COMPANY, INC.  
 BRIAN M. ABELOW  
 BENSON, MUCCI & WEISS, P.L.  
 5561 NORTH UNIVERSITY DRIVE SUITE 102  
 CORAL SPRINGS, FL 33067



9590 9402 6146 0209 0965 46

2. Article Number (Transfer from sender's label)

7020 3160 0000 7904 7918

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Mail
- Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 46629 MAY 2021 WARNING  
 CEN-DEER COMMUNITIES INC  
 1601 FORUM PL SUITE 500  
 WEST PALM BEACH, FL 33401



9590 9402 6146 0209 0967 37

2. Article Number (Transfer from service label)

7020 3160 0000 7904 8021

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

*Jayaraman*

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

4-5-21

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                         | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Mail Restricted Delivery                |   |

(over 500g)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 46G19 MAY 2021 WARNING**  
 BENSON MUCCI & WEISS PL, REGISTERED AGENT  
 O/B/O CVE MASTER MANAGEMENT COMPANY, INC.  
 5561 NORTH UNIVERSITY DRIVE 102  
 CORAL SPRINGS, FL 33067



9590 9402 6146 0209 0967 82

2. Article Number

7020 3160 0000 7904 7949

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Registered Mail™

Registered Mail Restricted Delivery

Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 46619 MAY 2021 WARNING  
 ESTATE OF SHIRLEY E DOWLING,  
 DECEASED  
 4006 DURHAM A  
 DEERFIELD BEACH, FL 33442



9590 9402 6146 0209 0965 22

2. Article Number (Transfer)

7020 3160 0000 7904 7871

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Whorlow*  Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

*Clair  
 mailbox*

3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 43619 MAY 2021 WARNING  
 KEVIN M. DOWLING  
 PO BOX 952  
 HINSDALE, MA 01235-0952



9590 9402 6146 0209 0967 68

2. Article Number (Transfer from service label)

7020 3160 0000 7904 8083

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X K. Dowling

Agent  
 Addressee

B. Received by (Printed Name)

K. Dowling

C. Date of Delivery

9/5/21

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

(over 3500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 5619 MAY 2021 WARNING  
 DURHAM "A" CONDOMINIUM  
 ASSOCIATION, INC  
 1016 DURHAM A  
 DIERFIELD BEACH, FL 33442



9590 9402 6146 0209 0967 13

2. Article Number (Transfer from service label)

7020 3160 0000 7904 8045

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *W Jordan*

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

*CA in mailbox*

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Mail Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 46619 MAY 2021 WARNING**  
 CVE MASTER MANAGEMENT CO INC  
 JEROME R SCHECHTER, ESQ.  
 1995 E. OAKLAND PARK BLVD #210  
 FORT LAUDERDALE, FL 33306



9590 9402 6146 0209 0966 83

2. Article Number (Transfer from service label)

7020 3160 0000 7904 7987

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 YES, enter delivery address below:  No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Mail Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TD 46619 MAY 2021 WARNING  
 COLONIAL BANK  
 5830 142 AVENUE  
 CLEARWATER, FL 33760



9590 9402 6146 0209 0965 08

2. Article Number (Transfer from service label)

7020 3160 0000 7904 7895

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Chen R6 016*

- Agent
- Addressee

B. Received by (Printed Name)

*Chen*

C. Date of Delivery

*4/5/21*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®

(over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 46619 MAY 2021 WARNING**  
 TRUIST BANK  
 C/O KATRINA D RAMEY  
 200 WEST SECOND STREET 3RD FLOOR  
 WINSTON-SALEM, NC 27101



9590 9402 6146 0209 0965 39

2. Article Number (Transfer from service label)

7020 3160 0000 7904 7925

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

*L. Means*

Agent

Addressee

B. Received by (Printed Name)

*L. Means*

C. Date of Delivery

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

1702 9-HH

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Mail

Mail Restricted Delivery

(J)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 46619 MAY 2021 WITHINING**  
**CT CORPORATION SYSTEM, REGISTERED AGENT**  
 O/B/O TRUIST BANK  
 1200 SOUTH PINE ISLAND ROAD  
 PLANTATION, FL 33324



9590 9402 6146 0209 0967 75

2. Article Number (Transfer from service label)

7020 3160 0000 7904 7956

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

**RECEIVED**  
 X **APR 07 2021**  
**CT CORPORATION**

A. Signature  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type  Priority Mail Express®

Adult Signature  Registered Mail™

Adult Signature Restricted Delivery  Registered Mail Restricted Delivery

Certified Mail®  Return Receipt for Merchandise

Certified Mail Restricted Delivery  Signature Confirmation™

Collect on Delivery  Signature Confirmation Restricted Delivery

Collect on Delivery Restricted Delivery  Mail Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 46619 MAY 2021 WARNING**  
 SPRINGCASTLE CREDIT FUNDING TRUST, THROUGH ITS  
 TRUSTEE WILMINGTON TRUST, NATIONAL ASSOCIATION  
 601 N.W. SECOND STREET  
 EVANSVILLE, IN 47708



9590 9402 6146 0209 0965 15

2. Article Number (Transfer from ...)

7020 3160 0000 7904 7888

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

*[Handwritten Signature]*

- Agent
- Addressee

B. Received *[Handwritten Name]*

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Collect on Delivery
- Insured Mail Delivery Restricted Delivery
- Mail
- Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**TD 45519 MAY 2021 WARNING**  
**MICHAEL BOUTZOUKAS, ESQ.**  
**BECKER & POLIAKROFF, P.A.**  
**1511 N. WESTSHORE BLVD., STE. 1000**  
**TAMPA, FL 33607**



9590 9402 6146 0209 0967 44

2. Article Number (Transfer from sender label)

7020 3160 0000 7904 8106

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *J Branson*

Agent

Addressee

B. Received by (Printed Name)

*J Branson*

C. Date of Delivery

*4/5/21*

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Delivery Restricted Delivery

Mail

Mail Restricted Delivery

(over \$500)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

46619 MAY 2021 WARNING  
 TRUST BANK  
 214 NORTH TRYON ST  
 CHARLOTTE, NC 28202



9590 9402 6146 0209 0968 50

2. Article Number (Transfer from)

7020 3160 0000 7904 8144

A. Signature

X COVID-19

- Agent
- Addressee

B. Received by (Printed Name)

CO210

C. Date of Delivery

4-7-21

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Delivery Restricted Delivery
- Mail
- Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt