

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

TONYA NESBITT,

Plaintiff,

CASE NO.:

v.

SHAKER VILLAGE CONDOMINIUM
ASSOCIATION, INC.

Defendant.

_____ /

VERIFIED COMPLAINT

Plaintiff, TONYA NESBITT, moves for the entry of a declaratory judgment to determine whether certain property is a common element of the Defendant, SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC. (the "Association"), and, pursuant to Fla. R. Civ. P. 1.610, move for the entry of an emergency temporary injunction to prevent the sale of Association property until Association members have voted on whether to authorize the sale. The Association's governing documents are clear that unit owners have ownership rights in Association property. The Association's Board approved to sell Association property to the City of Tamarac without the consent of unit owners of the Association. In acting unilaterally, the Association's Board is stripping members of the Association of their ownership rights in Association property. Plaintiff moves for a declaratory judgment and emergency injunction to protect Association members' property rights and prevent the sale of Association property until members of the Association approve the sale and in support hereof shows the following:

1. This is an action for declaratory relief and an injunction to prevent the sale of Association property until its members properly authorize the sale pursuant to the Association's governing documents.

JURISDICTION

2. This Court has jurisdiction and venue is proper in the seventeenth judicial circuit in and for Broward County, Florida because the real property at issue, the Plaintiff, and the Defendant are located in Broward County, Florida.

PARTIES

3. Plaintiff is *sui juris*, a record owner of real property in Shaker Village, and a member of the Association.

4. Defendant, Shaker Village Condominium Association, Inc., is a Florida non-profit corporation.

FACTS

5. Shaker Village is a condominium complex located in the City of Tamarac, Broward County, Florida.

6. The Defendant, SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC. (the "Association"), is the condominium association of Shaker Village.

7. The Association is governed by a Declaration of Condominium ("Declaration"), By-Laws, and Articles of Incorporation recorded in Official Records Book 5224, Page 154. [A copy of the Declaration, By-Laws, Articles of Incorporation, and other condominium documents are attached as Exhibit A, and are referred to collectively as Governing Documents.]

8. Members of the Association are defined in Section 13.6 of the Declaration as the “record owners of all units, together with record owners of all units of other condominiums within Shaker Village.”

9. Plaintiff is a record owner of a unit in Shaker Village and is therefore a member of the Association who is entitled to a vote. [Attached as Exhibit B is a copy of the Plaintiff’s Deed proving her membership in the Association.]

10. There are 358 residences in Shaker Village and therefore 358 members of the Association (members of the Association are unit owners).

11. The Board of the Association is made up of five unit owners (the “Board”).

12. The Association, at the behest of the Association’s Board, is attempting to sell Association property that contains an old, dilapidated clubhouse to the City of Tamarac for \$1.94 million. [A copy of the Commercial Contract, Amendment, and Resolution are attached hereto as Exhibit C.]

13. The closing date is on or about October 26, 2023.

14. The land owned by the Association on which the clubhouse sits that is being sold by the Association to the City of Tamarac is described in Exhibit D (the “Property”).

15. Sometime in 2023, the five member Board of the Association’s 358 members, unilaterally decided to sell the Property to the City of Tamarac.

16. The Board of the Association did not ask the other 353 members of the Association (unit owners) for their approval of the transaction and unit owners have not been given the opportunity to vote on the transaction.

17. The Property belongs to the Association’s members.

18. Some Association members, including the Plaintiff, believe the Property is a common element of the Association, but the Association Board disputes this fact.

19. Section 11.2(2) of the Declaration requires that at least 75% of members of the Association (unit owners) vote in writing to approve alterations or improvements of real property that constitute common elements of the Association.

20. Florida's Condominium Act has a similar requirement at Florida Statute 718.113(2)(a), which states "there shall be no material alteration or substantial additions to the common elements or to real property which is association property" without a 75% affirmative vote of the voting interests.

21. Association members have not voted on whether the Property can be sold, altered, or improved.

22. On September 9, 2023, at a recorded meeting called by the Board, members of the Association asked the Board of the Association why they, as unit owners, could not vote on the transaction, and a Board member stated the Association owns the Property so unit owners do not get a vote.

23. At a July 12, 2023 City of Tamarac Commission meeting, the City of Tamarac voted to approve the sale 3 to 2.

24. On information and belief there has been collusion between a certain member of the City Commission and the Board of the Association, to use government funds to benefit the Association, and to circumvent the legal requirements to sell a common element of the Association.

25. On July 27, 2023, the Association Board, without consent from members of the Association and without following the requirements of its Governing Documents or the Florida Condominium Act, approved the sale of the common element Property.

**COUNT I
DECLARATORY JUDGMENT**

26. Plaintiff re-alleges and reaffirms paragraphs 1 through 25 as if fully set forth herein.

27. The Association Board believes that the Property is not a common element of the Association and therefore the Association Board can unilaterally sell the Property without consent from Association members.

28. Plaintiff believes the Property is a common element of the Association, which makes the Property Association property, which grants all unit owners, as Association members, an undivided interest in the Property, which then in turn requires all Association members the opportunity to vote on whether the Property is sold.

29. There are 358 residences in Shaker Village and therefore 358 Unit Owners who are members of the Association.

30. The Board of the Association is made up of five unit owners.

31. Five members of the Association are deciding to sell Association Property without the consent of the other 353 members of the Association.

32. There are other members of the Association besides Plaintiff who oppose the sale of the Property to the City of Tamarac.

33. Other members of the Association expressed a desire to join this complaint as plaintiffs but were afraid to do so for fear of retaliation.

34. As a bit of background about the Property and its ownership, in the early 1970s, a recreation and community facility was built on the Property to be used by the Association.

35. On March 29, 1973, the Association (the lessee) signed a 99-year lease (the "Lease") with the owners of the Property (the lessor) to lease the recreation and community facility. [Lease is attached as Exhibit E].

36. Article I of the Lease provides that the lessor owns the Property in fee simple.

37. Pursuant to Article XXI of the Lease, the Association is responsible for paying property taxes for the Property during the Lease.

38. Pursuant to Article XXV of the Lease, the Association is responsible for maintenance, repairs, and insurance for the Property.

39. Article XXII of the Lease states that any owner of a condominium parcel in Shaker Village shall be deemed to consent to and ratify the provisions of the Lease as if they executed the Lease with the formalities of a deed.

40. Article XXXIII of the Lease limits use of the Property to only owners of condominium units in Shaker Village and members of their immediate family.

41. In August 1975, the lessor assigned their lessor interest to Shaker Village Recreation, Inc., who became the new lessor and the new fee simple owner of the Property. [Said Assignment is attached as Exhibit F].

42. On July 31, 1979, Shaker Village Recreation, Inc. assigned its interest as lessor to the Association, making the Association both the lessor and lessee of the Lease and the new fee simple owner of the Property. [Said Assignment is attached as Exhibit G].

43. On July 31, 1979, the developer of Shaker Village, Shaker Village Properties, Inc., deeded its interest in the Property to the Association. [Said deed is attached as Exhibit H]

44. Association members began using the Property as a common element and appear to be no longer subject to the Lease as can be seen by deeds to unit owners recorded subsequent to the transfer of the Property to the Association in 1979. [An example deed is attached as Exhibit I].

45. On March 5, 1986, the Association signed a Waiver of Rent and Covenant of Non-Disturbance, which declared that all unit owners paid off “their allocable share of the purchase price [i.e., the assessment levied against their unit by ASSOCIATION] of the demised premises

[the Property],” and the Association would not “disturb the possession, use or enjoyment of the subject property by the unit owners in the Condominium for so long as the unit owners continue to each pay their share of the common expenses of the Condominium attributable to the leased premises.” [Waiver of Rent and Covenant of Non-Disturbance attached as Exhibit J].

46. Once the Association became the fee simple owner of the Property and the Property was paid off by unit owners, the Property, if it was not already, became a common element of the Association.

47. Section 2.7 of the Declaration defines common element as “the portions of the condominium property not included in the apartments and in addition thereto, all other items as stated in this Declaration as well as the items stated in the Condominium Act.”

48. The Florida Condominium Act defines “common elements” as “the portions of the condominium property not included in the units.” *See* Fla. Stat. 718.103(9) (2023).

49. The Florida Condominium Act at 718.108 Fla. Stat. (2023) further defines common elements as:

- (a) The condominium property which is not included within the units.
 - (b) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements.
 - (c) An easement of support in every portion of a unit which contributes to the support of a building.
 - (d) The property and installations required for the furnishing of utilities and other services to more than one unit or to the common elements.
- (2) The declaration may designate other parts of the condominium property as common elements.

50. The Florida Condominium Act defines “condominium property” as “the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.” *See Fla. Stat. 718.103(14) (2023).*

51. The Property meets the definition of condominium property since it is land subjected to condominium ownership.

52. The definition of common elements under the Florida Condominium Act includes condominium property that is not included within the units.

53. When the Unit Owners paid off their share of the purchase price for the Property, the Property became a common element of the Association, which grants all unit owners, as Association members, an undivided interest in the Property.

54. Pursuant to Section 8 of the Declaration, apartment owners of the condominium own an undivided interest in the common elements.

55. Section 2.2 of the Declaration defines “apartment owner” as the owner of a condominium parcel and the words “unit owner” and “townhouse owner” are synonymous with the words “apartment owner.”

56. Section 2.8 of the Declaration defines common expenses as expenses that unit owners are liable for, including but not limited to expenses under the Recreation and Community Facility Lease.

57. Section 7 of the Declaration states that fee title of each condominium parcel includes both the condominium unit and an undivided interest in the common elements regardless of whether the legal description of a legal instrument conveying title refers to the common elements.

58. Section 7 of the Declaration further states that “[a]ny attempt to separate and/or action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.”

59. On or about February 26, 2023, Old Republic National Title Insurance Company, through The Fund, prepared a Title Search Report for the Property as requested by the office of Jennifer Levin P.A. [Said Title Search Report is attached as Exhibit K].

60. A Title Search Report provides a history of a property’s title, it does not provide the requirements to provide a buyer clear marketable title.

61. On or about March 24, 2023, Michelle J. Gomez, Esq., acting on her own accord as an attorney with 23 years of real estate law experience, who is an agent of Old Republic National Title Insurance through Attorneys’ Title Insurance Fund (a/k/a The Fund) contacted The Fund to order a Title Commitment.

62. A Title Commitment is the document by which a title insurer discloses to all parties in a real estate transaction any liens, title defects, terms, burdens and obligations that affect the subject property. The Title Commitment also specifically identifies any requirements that must be satisfied prior to closing so that the title policy can be issued and the Buyer (City of Tamarac) can be provided clear and marketable title to the Property.

63. To sell the Property with clear and marketable title, The Fund representative (not knowing that their authorized agent is the Mayor of the City of Tamarac) advised Ms. Gomez that a deed would be required from “all unit owners, releases from all mortgages and lienholders of the units, and a resolution from the board of the association consistent with the declaration approving the sale.” [An email communication confirming same is attached as Exhibit L].

64. In addition, The Fund representative noted that the process of conveying the Property would include a title search being run for every unit.

65. On July 11, 2023, Ms. Gomez confirmed with senior underwriting counsel at The Fund that title to all 358 units in Shaker Village would need to be searched, releases from the mortgage holders and lien holders would need to be provided, and the Association would need an affirmative vote of 75% of Association members to properly convey the Property.

66. At the end of August 2023, The Fund prepared a Title Commitment that is labeled “pro forma” for a law firm hired by the City of Tamarac to close the transaction, Jennifer Levin, P.A.

67. On or about September 5, 2023, the City Attorney, Hans Ottinot, emailed the “pro forma” Title Commitment to the Mayor, Vice Mayor, Commissioners, and others stating “ownership is vested in Shaker Village Condominium Association, Inc. The commitment reflects that the recreational parcel is not part of the condominium property. The pro forma commitment is subject to revision if title-up dates or new information becomes available, will be executed at Closing as customary. If any change occurs, I will provide the City Commission and City Manager with a copy of the revised Title Commitment.” [email is attached as Exhibit M].

68. It is not clear why the Title Commitment is unconventionally labeled as a “pro forma” Title Commitment or who gave the Title Commitment the “pro forma” label.

69. It is not clear whether the “pro forma” Title Commitment is the final Title Commitment, but it makes no mention of the requirements provided to Ms. Gomez regarding a deed from all unit owners, releases from all mortgages and lienholders of the units, or the 75% vote of Association members. [Title Commitment is attached hereto as Exhibit N].

70. The “pro forma” Title Commitment, item number 13 of the Exceptions to the title policy, shows that there is a question of ownership of the Property due to a deed recorded in Official Records Book 19923, Page 844.

71. The “pro forma” Title Commitment indicates that Robert P. McManus, Bettie M. McManus, and their assigns or successors have a 1/358th interest in the Property and this interest is listed as an exception to the title policy.

72. Exceptions to title policies are items that will not be insured by the title insurance company.

73. **Title insurance** is a form of indemnity **insurance** which protects lenders and buyers from financial loss sustained from defects in a **title** to a property, including people or entities claiming ownership in the insured property.

74. The “pro forma” Title Commitment fails to clearly mention that a 75% vote of members of the Association would be required if the Property is considered a common element of the association or if the Property is considered Association property.

75. The Association and the City of Tamarac are moving forward with the transaction using the “pro forma” Title Commitment.

76. The Association and the City of Tamarac are moving forward with the transaction without a 75% affirmative vote of Association members.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter a declaratory judgment declaring that the Property is a common element of the Association together with attorney’s fees, costs, and any other award this Honorable Court deems just and proper.

**COUNT II
INJUNCTIVE RELIEF**

77. Plaintiff re-alleges and reaffirms paragraphs 1 through 25 as if fully set forth herein.

78. An injunction should be entered to prohibit wrongful conduct where the movant demonstrates: (A) a likelihood of irreparable harm and unavailability of an adequate remedy at law; (B) substantial likelihood of success on the merits; (C) the threatened harm to the moving party outweighs any possible harm to the party against whom the injunction is sought; and (D) the public interest weighs in favor of granting injunctive relief. *See Graham v. Edwards*, 472 So. 2d 803 (Fla. 3d DCA 1985), and *Tobin v. Vasey*, 843 So. 2d 376 (Fla. 2d DCA 2003) (both reaffirming temporary injunction is proper upon requisite finding of criteria mentioned above).

79. Generally, a “trial court may exercise broad discretion in granting, denying, dissolving, or modifying injunctions.” *Wise v. Schmidek*, 649 So. 2d 336 (Fla. 3d DCA 1995), *Sanchez v. Solomon*, 508 So. 2d 1264, 1265 (Fla. 3d DCA 1987).

A. Irreparable Harm and Inadequate Remedy at Law

80. If Plaintiff is unable to prevent the sale of the Property, at least until the members of the Association have properly voted upon the sale, Plaintiff will suffer irreparable harm.

81. If the sale moves forward, then a common element of the Association and Association property will be sold without the consent of the Association’s members.

82. If the sale moves forward, then Plaintiff will lose her interest in the Property.

83. If the Property is purchased by the City of Tamarac, the City plans to tear down the dilapidated clubhouse and replace it with a community center that would be accessible by all City of Tamarac residents. [Exhibit O contains slides of the City of Tamarac’s plans for the Property].

84. It is estimated that the community center would hold about 75-100 individuals and have limited parking.

85. There are 358 residences in Shaker Village and approximately 72,000 residents of the City of Tamarac.

86. The community center would be accessible by all 72,000 residents of the City of Tamarac.

87. To access this new community center, people will need to turn in to the Shaker Village Community and travel the private roads of the Association, which the members of Association are required to maintain.

88. Once the community center is built, traffic, garbage, noise, parking issues, and other nuisances in and around Shaker Village are likely to significantly increase.

89. If the sale is permitted to move forward without a vote of Association Members, the Association's governing documents will have been violated and the Association members' individual property rights will have been violated.

90. There is no adequate remedy at law.

B. Likelihood of Success on the Merits

91. There is an extreme likelihood that, should this matter proceed to trial, Plaintiff would be successful.

92. The Association's Declaration is clear that at least 75% of association members need to vote in writing to approve alterations or improvements of real property that constitutes a common element of the Association. *See* Section 11.2(2) of the Declaration.

93. Florida's Condominium Act has a similar requirement at Florida Statute 718.113(2)(a), which states:

Except as otherwise provided in this section, there shall be no material alteration or substantial additions to the common elements **or to real property which is association property**, except in a manner provided in the declaration as originally recorded or as amended under the procedures provided therein. If the declaration as originally recorded or as amended under the procedures provided therein does

not specify the procedure for approval of material alterations or substantial additions, 75 percent of the total voting interests of the association must approve the alterations or additions before the material alterations or substantial additions are commenced. (emphasis added).

94. Florida Condominium Act's voting requirements are similar to the Declaration, but the Act applies even more broadly to "real property which is association property."

95. There is no dispute over whether the Property is Association property.

96. "Material alteration or substantial addition" means to "palpably or perceptively vary or change the form, shape, elements, or specifications...from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use, or appearance." See *Sterling Village Condominium, Inc. v. Breitenbach*, 251 So. 2d 685, 687 (Fla. 4th DCA 1971).

C. Injury to Plaintiff Outweighs Any Harm to Defendant

97. The likelihood that Defendant would suffer any harm due to temporary injunctive relief is essentially nonexistent.

98. The Defendant and the City of Tamarac are in the due diligence period of their purchase and sale contract until on or about September 26, 2023, and the due diligence period can be extended at no harm to either party.

99. If the emergency temporary injunction is granted, then the status quo will be maintained until the end of the injunction.

D. Public Interest

100. There are no counter availing public health, safety, or welfare concerns which would justify allowing Defendant to continue with the sale of the Property without a vote of the Association's members.

101. The entry of an emergency injunction in this case serves the public interest.

102. There are many concerns of residents of the City of Tamarac and members of the Association about the purchase and sale of the Property. *See* Exhibit P for an example editorial article from the Sun-Sentinel about the transaction for the Property.

103. The City of Tamarac and the Board of the Association decided to purchase and sell Association property for a significant sum without a vote by Association members as required by the Association's governing documents and the Florida Condominium Act.

104. The requested temporary injunction merely prohibits Defendant from closing on the transaction until the Association members properly determine if they will authorize the transaction as required by the Association's governing documents.

105. Granting the temporary injunction would preserve the status quo and there would be no harm to the Defendant.

BOND

106. Plaintiff respectfully requests that the bond be waived since there would be no financial harm to the Defendant if the transaction is enjoined for the Association members to vote in accordance with the Association's governing documents and the Florida Condominium Act.

107. Plaintiff may suffer financial harm should a bond be required.

108. If this Court does not waive the bond, Plaintiff stands ready to post a bond in the amount that this Court determines to be appropriate for the payment of costs and damages sustained by the enjoined parties in the event of a wrongful injunction, pursuant to Florida Rule of Civil Procedure 1.610(b).

109. The amount of the bond is left to this Court's discretion.

WHEREFORE, for the foregoing reasons, the Court should enter a preliminary injunction enjoining Defendant from selling the Property until such time that the Association members have properly voted upon the transaction as required by the Association's governing documents.

RELIEF FOR ALL COUNTS

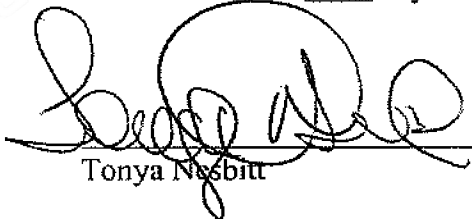
WHEREFORE, PLAINTIFF respectfully requests that this Honorable Court:

- (1) Enter a declaratory judgment declaring that the Property is a common element of the Association.
- (2) Enter a preliminary injunction enjoining Defendant from selling the Property until such time it is determined that 75% of the Association members must vote upon the transaction as required by the Association's governing documents.
- (3) Enter an order extending the Due Diligence period of the Commercial Contract while the injunction is in place to determine whether Association members must vote on the transaction.
- (4) Enter an award to Plaintiff for their attorney's fees and costs.
- (5) Such other relief as this Honorable Court deems just and proper.

VERIFICATION:

Pursuant to section 92.525, Florida Statutes, and under penalties of perjury, I, Tonya Nesbitt, Plaintiff herein, declares that I have read the foregoing and the facts and allegations contained in this Complaint, and I state and confirm that same are true to the best of my knowledge and belief.

Executed on this 12th day of September 2023.


Tonya Nesbitt

Respectfully submitted,

MYRON E. SIEGEL, P.A.

/s/ Myron E. Siegel
Myron E. Siegel
Florida Bar No. 94113
myron.siegel@siegelaw.com
1055 S. Federal Highway
Hollywood, FL 33020
Telephone 954-703-1619
Facsimile 844-300-0418

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was furnished on this 12th day of September 2023, via the Florida Courts e-service portal to all counsel of record.

Respectfully submitted,

MYRON E. SIEGEL, P.A.

/s/ Myron E. Siegel
Myron E. Siegel
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myron.siegel@siegelaw.com
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Telephone 954-703-1619
Facsimile 844-300-0418

EXHIBIT A

Declaration, By-Laws, Articles of Incorporation, and other Condominium Documents
of the Shaker Village Condominium Association, Inc.

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DECLARATION OF CONDOMINIUM

of

SHAKER VILLAGE CONDOMINIUM, PHASE I

This Instrument
Prepared by
Alan J. Goldberg
Deutsch, Deutsch, Goldberg & Young, P.A.
2881 E Commercial Blvd.
Ft. Lauderdale, Florida

THIS DECLARATION OF CONDOMINIUM made by MACCARI BUILDING AND CONSTRUCTION COMPANY, INC., an Illinois corporation authorized to do business in the State of Florida hereinafter referred to as "Developer" for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands and improvements to be constructed upon such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, hereinafter referred to as "Condominium Act".

1.1 The name by which this condominium is to be identified is SHAKER VILLAGE CONDOMINIUM, PHASE I.

1.2 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in Broward County, Florida, as described in Exhibit A attached hereto, and made a part hereof, which shall hereinafter be referred to as "the land". Said lands shall be subject to conditions, restrictions, limitations and easements of record and reservations.

1.3 Effect of Declaration. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, the By-Laws and Articles of Incorporation. Both the burdens imposed and the benefits shall run with each unit as herein defined.

2. Definitions. The terms used in this Declaration and in the Articles of Incorporation and the By-Laws of SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires.

2.1 Apartment means a part of the condominium property which is to be subject to private ownership. The word unit, as used herein is synonymous with the word apartment as defined herein. The word townhouse, as used herein, is synonymous with the words apartment and unit as defined herein. The words unit, apartment and townhouse may be used interchangeably herein and in other documents which relate to the condominium.

2.2 Apartment owner means the owner of a condominium parcel. The words unit owner and townhouse owner are synonymous with the words apartment owner as defined herein.

2.3 Association means the SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., and its successors.

2.4 Assessments means a share of the funds required for the payment of the condominium expenses which from time to time are assessed against the individual owner.

(1)

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2881 E Commercial Blvd
Ft. Lauderdale, Fla 33308

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2.5 Building shall mean and include each of the individual apartment/townhouse buildings either constructed or to be constructed as herein provided.

2.6 By-Laws means the By-Laws for the government of the condominium as they exist from time to time.

2.7 Common element means the portions of the condominium property not included in the apartments and in addition thereto, all other items as stated in this Declaration as well as the items stated in the Condominium Act.

2.8 Common expenses means the expenses for which the apartment or unit owners are liable, which shall include but not be limited to the following:

1. Expenses of administration and management of the condominium property.
2. Expenses of maintenance, operation, repair or replacement of common elements.
3. Expenses declared common expenses by the provisions of this Declaration or by the By-Laws.
4. Any valid charge against the condominium as a whole.
5. Any expenses of, charge to or assessment by the Association as provided for in this Declaration, the Articles of Incorporation and/or the By-Laws.
6. Expenses, including rentals, under the Recreation and Community Facility Lease.

2.9 Common surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

2.10 Condominium is that form of ownership of condominium property under which units of improvement are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

2.11 Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

2.12 Condominium property means and includes the land in this condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.13 Declaration, or Declaration of Condominium, means the instrument or instruments by which this condominium is created, and said instrument or instruments as they may be from time to time amended.

2.14 Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

2.15 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender.

2.16 Utility services, as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

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

3. Development plans. The condominium shall consist of 64 apartment buildings, containing a total of 358 apartments, and the facilities appurtenant thereto as, or to be constructed and installed by the Developer. This property, together with the improvements thereon which have been and will be constructed by the Developer, is one of several parcels contemplated to be developed and improved by Developer as condominiums upon that real property described upon Exhibit B attached hereto and made a part hereof, which entire area shall hereinafter be referred to as Shaker Village. All said condominiums are, or shall be developed under a common plan. Each parcel submitted to condominium form of ownership, pursuant to this common plan, shall constitute a separate condominium property, but all of the condominiums within Shaker Village shall be operated and governed by the same association, to-wit: Shaker Village Condominium Association, Inc. All of the condominiums developed under the common plan may be referred to collectively as "Shaker Village Community".

Nothing herein contained shall impose upon the Developer, its successors or assigns any obligation to develop and construct any additional condominiums, or to utilize all or any additional portion of the lands described upon Exhibit B pursuant to this development plan.

The maintenance, management and operation of the various properties, facilities, recreational and community facilities, and services throughout Shaker Village are, and/or shall be of common interest and concern to the owners within this condominium as well as to the owners within other condominiums established and/or to be established within Shaker Village. Therefore, apartments and the owners thereof within this condominium shall be charged with a proportionate share of the cost and expense thereof, notwithstanding the fact that such properties, facilities, recreational and community facilities and/or services may be located and/or registered outside of this condominium. These properties, facilities, recreational and community facilities and services shall include but not be limited to: the maintenance and upkeep of roadways throughout Shaker Village and the lighting appurtenant thereto; the entranceway to Shaker Village, including but not limited to the waterways, gatehouse, landscape and amenities appurtenant thereto; the security services and systems including the personnel who may from time to time be employed throughout Shaker Village by the Association, and the mechanical and electronic devices which may be utilized and incorporated therewith; pumps and other equipment utilized in connection with irrigation systems; drainage systems and appurtenances thereto serving part and/or all of Shaker Village; and recreational and community facilities. All such costs together with the cost of maintaining and operating the various condominiums comprising Shaker Village, and such other costs and expenses as may be within the sole discretion of the Association, shall be apportioned among all owners of condominium units within all condominiums established and/or to be established within Shaker Village, and, as apportioned, shall be assumed and paid by the owner of each such unit as a common expense, as hereinafter provided for.

It is further intended that the Association shall enter into a lease for certain recreational and community facilities, as is hereinafter provided for, for the benefit of its members as apartment owners in Shaker Village.

3.1 Plot Plan. A plot plan of the lands comprising the condominium and locating the proposed improvements either constructed thereon or to be constructed thereon is attached hereto as Exhibit C. The proposed common elements are comprised of the entire condominium property (which does not include the roadways or recreation areas as reflected upon Exhibit A) less the apartment units as hereinafter defined.

3.2 Improvements - Completion. At the time of filing this Declaration, certain of the improvements to be provided pursuant to the terms hereof have been completed and as to those that have been completed, a Certificate of an architect, engineer or surveyor certifying that the improvements have been constructed substantially as hereinafter represented is attached hereto as Exhibit D. As to those improvements that have not been completed at the time of the filing of this Declaration, this Declaration may be amended by filing such additional plans, specifications, drawings or other documents as may be required to describe adequately the completion of improvements. Said completion may be shown by a Certificate of an architect, engineer or surveyor certifying

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that the improvements have been constructed substantially as herein represented, or designating any changes made. Such plans or Certificates, when signed and acknowledged by the Developer and filed of record, shall in themselves constitute an amendment of this Declaration, notwithstanding the procedures for amendment described elsewhere in this Declaration.

3.3 Amendment of Plans and Completion of Improvements.

1. Alteration of plans. The Developer reserves the right to change the location and exterior design of all apartment buildings and improvements and arrangement of all units contained therein and to alter the boundaries between units until the apartment buildings or improvements, as the case may be, shall be completed. If the Developer shall make any changes so authorized, such changes shall be reflected by an amendment to this Declaration.

2. Amendment of Declaration. An amendment to this Declaration reflecting such alteration of plans by Developer need by signed and acknowledged only by the Developer and mortgagees who may be affected by such change but shall not require approval by the Association, apartment owners, other lienors or any other person whomsoever.

3. Alteration of apartment plans. The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, so long as the Developer owns the apartments so altered. Any such change shall be reflected by an amendment of this Declaration which may be executed by the Developer alone, notwithstanding procedures for amendment hereinafter set forth. However, no such change shall increase the number of apartments nor materially diminish the common elements without amendment of this Declaration in the manner described hereafter.

3.4 Apartment Plans. As each of the apartment buildings is completed within the development plan of the condominium, there shall be attached hereto as Exhibit E and supplements thereto, by amendment to this Declaration, a plot plan setting forth the location, demensions and size of each building and the apartment units contained therein. The legal description of each apartment shall consist of the identifying number of the appropriate building, and identifying number of such unit as shown upon the appropriate Exhibit attached hereto. Every deed, lease, mortgage or other instrument may legally describe a unit, apartment and/or condominium parcel by its identifying building number and its identifying number as provided for on the attached Exhibits and each and every description shall be deemed good and sufficient for all purposes.

4. Apartment Boundaries.

Each apartment shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

4.1 Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1. Upper boundary: The horizontal plane of the undecorated finished ceiling.

2. Lower Boundary: The horizontal plane of the undecorated finished floor.

4.2 Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the vertical plane of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

4.3 Boundaries - Further Defined. The boundaries of the apartment shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceilings of each apartment, or, as to two-story apartments, above the undecorated and/or unfinished inner surfaces of the upper top story ceilings of each apartment, and further shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for the utility services or to other apartments and/or for common elements.

4.4 Balconies, Sundecks and Utility/Storage Rooms. An apartment shall include, where applicable as indicated upon Exhibit E, a balcony and/or patio and/or sundeck and/or utility-storage room, the boundaries of which shall be as follows: All upper, lower and perimetrical boundaries shall be the same as set forth above. However, should a perimetrical boundary be screening or railing, then the apartment shall include the screening and/or railing and the boundary shall be the exterior surface of the frame of the screening and/or the exterior surface of the railing, except those between apartments which shall be treated the same as perimeter walls as provided for in 4.3 above.

5. Easements.

Each of the following easements is a covenant running with the land of the condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and each shall survive the termination of the condominium:

5.1 Utilities. As may be required for utility services in order to adequately serve the condominium. However, easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved in writing by the unit owner.

5.2 Pedestrian and vehicular traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes, and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of only the condominium unit owners.

5.3 Support. Every portion of an apartment contributing to the support of an apartment building or an adjacent apartment shall be burdened with an easement of support for the benefit of all other apartments and common elements in the building.

5.4 Perpetual non-exclusive easement in common elements. The common elements shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of apartment units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

5.5 Air Space. Each condominium unit shall have an exclusive easement for the use of the air space occupied by the said unit as it exists at any particular time and as the unit may lawfully be altered.

5.6 Easement for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or re-building which now exist or hereafter exist and such easements shall continue until such encroachment no longer exists.

5.7 Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

5.8 Easement for unintentional and non-negligent encroachments. In the event that any apartment unit shall encroach upon any common elements for any reason not caused by the purposeful or negligent act of the apartment unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such apartment unit shall exist for the continuance of such encroachment unto the common elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any apartment unit, then an easement shall exist for the continuance of such encroachment of the common elements into any apartment unit for so long as such encroachment shall naturally exist.

5.9 Easements and Cross-Easements. Inasmuch as this condominium constitutes one phase of a condominium community known as Shaker Village there are hereby created easements in favor of the unit owners of this condominium, the unit owners of other condominiums comprising a portion of Shaker Village, either established or to be established, Shaker Village Condominium Association, Inc. and the members of said Association, their immediate families, guests and invitees, for ingress, egress and utilities, including but not limited to those necessary to provide power, electric, telephone, sewer, water, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronic and other facilities in connection therewith, and the like. Developer, for itself, its successors, nominees and assigns, and the Association, reserves the right to impose upon the common elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of, and necessary and proper for this condominium and other condominiums in Shaker Village and surrounding lands.

5.10 Easements of Record. It is recognized that the creation of this condominium is subject to restrictions, reservations and easements, which have been placed of record prior to the formation and filing hereof. The existing restrictions, reservations and easements of record include, but are not limited to, certain easements for ingress and egress across, upon and through the condominium property and therefore, the use of the condominium property shall continue at all times to be subject to said easements.

It is further recognized that the Developer has granted unto the Association certain non-exclusive easements for purposes of ingress and egress onto and from dedicated thoroughfares in order to assure ingress and egress throughout this condominium and the other condominiums comprising Shaker Village for the benefit of the condominium owners of all units within the Shaker Village Community.

6. Ownership

6.1 Type of Ownership. Ownership of each condominium parcel may be in fee simple, or in any other estate in real property recognized by the law and at least subject to this Declaration and restrictions, reservations, limitation or record.

6.2 Association Membership. The owners of record of the apartments shall be members of the Association. There shall be one membership for each apartment and if there is more than one record owner per apartment, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the apartment.

6.3 Unit Owners' Rights. The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

7. Restraint Upon Separation and Partition of Common Elements.

The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyances may refer only to the fee title to the condominium unit. Any attempt to separate and/or action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

8. Percentage of Ownership of Common Elements. Each of the apartment owners of the condominium shall own an undivided interest in the common elements, stated as a fraction, the numerator of which shall be one and denominator of which shall be the total number of apartments in this condominium.

9. Common Expense and Common Surplus.

9.1 The common expenses to be borne by each apartment owner shall be a portion of the total expenses and costs of the Association. Each apartment owner shall be responsible for a portion of the common expenses computed by multiplying all of the common expenses by a fraction, the numerator of which shall be one and the denominator of which shall be the total number of apartment units in all condominiums submitted to the condominium form of ownership under the development plan, as aforementioned, and becoming the responsibility for the operation and maintenance by the Association on the date of assessment.

9.2 Any common surplus of the Association shall be owned by each of the apartment or unit owners in the same proportion as their percentage liability for common expenses.

10. Automobile Parking Spaces.

The common elements include parking areas for automobiles for the apartment owners. Parking will be available for use pursuant to the regulations of the Association, which regulations shall provide that the owners of each apartment shall be entitled to parking for two automobiles. The parking areas will initially be assigned by the Developer, and once assigned, such parking spaces may not thereafter be separately assigned, conveyed hypothecated, transferred, encumbered or otherwise dealt with and the right to use thereof shall be assigned simultaneously with the conveyance of title to the apartment to which they are appurtenant, except that in cases where more than two parking spaces have been assigned to an apartment, the owner of said apartment shall re-assign to the Association at the time of conveyance of the apartment, any parking spaces in excess of two parking spaces.

11. Maintenance, Alterations and Improvements.

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

11.1 Apartments.

1. By the association. The Association shall maintain, repair and replace, at the Association's expense:

a. All portions of an apartment building contributing to the support of the apartment building, which portions shall include, but not be limited to outside walls of the apartment building and all fixtures on its exterior, those portions of boundary walls not a part of apartments, floor and ceiling slabs, load-bearing columns and load bearing walls;

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of an apartment maintained by the Association; and all such facilities contained within an apartment that services part of parts of the condominium other than the apartment within which contained;

c. All incidental damage caused to an apartment by such work immediately above-described shall be repaired promptly at the expense of the Association.

2. By the apartment owner. The responsibility of the apartment owner shall be as follows:

a. To keep and maintain his apartment, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repairwork within his apartment which, if omitted, would affect the condominium in its entirety or in a part belonging to other owners or would affect other condominiums subject to the foregoing plan of development, being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each apartment shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his apartment which may now or hereafter be situated in his apartment.

b. To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his apartment.

c. Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of sundecks and balconies.

d. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

3. Alteration and Improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in the building in which such work is to be done and approval of the board of directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

11.2 Common Elements.

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

2. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five (75%) percent of the members of the Association except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against an institutional Mortgagee, as defined in paragraph 2.15 herein that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the proportion that their shares for the common expenses bear to each other.

There shall be no change in the shares and rights of an apartment owner in the common elements, altered or further improved, whether or not the apartment owner contributes to the costs of such alteration or improvements.

11.3 Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a unit owner violates any of the provisions of this section, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

12. Assessments.

The making and collecting of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

12.1 Share of the Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share of the common surplus, such shares being heretofore set forth. A unit owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of grantee to recover from the grantor the amounts paid by the grantee therefor.

12.2 Non-Waiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment is made.

12.3 Interest, Application of Payments. Assessments and installments on such assessments paid on or before ten days after date when due shall not bear interest, but all sums not paid on or before ten days after date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

12.4 Lien for Assessments. The Association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such condominium parcel, together with a lien on all tangible personal property located within the apartment, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the apartment owner and secured by such lien. The Association's liens shall also include

those sums advanced on behalf of each apartment owner in payment of his obligation for use charges and operation costs likewise referred to as common expenses.

12.5 Collection and foreclosure. The board of directors may take such action as they deem necessary to collect assessments of the Association by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the apartment owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the apartment owner and/or occupant.

12.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment. Where the mortgagee of an institutional first mortgage of record or other purchaser of an apartment, obtains title to a condominium parcel as a result of foreclosure of the institutional first mortgage, or when an institutional first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel, or chargeable to the former apartment owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners, except such acquiring title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner, from the time of acquiring of such title, shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder. However, any person who acquires an interest in an apartment, except through foreclosure of an institutional first mortgage of record, or acceptance of a deed in lieu of such a foreclosure, including without limitation, persons acquiring title by operation of law, including persons who become purchasers at judicial sales, shall not be entitled to occupancy of the apartment or enjoyment of the common elements, or of the recreational facilities until such time as all unpaid assessments due and owing by the former owner have been paid.

12.7 Assignment of Claim and Lien Rights. The Association, acting through its board of directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any apartment owner or group of apartment owners, or to any third party.

12.8 Unpaid Assessments - Certificate. Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

13. Association.

In order to provide for the proficient and effective administration of this condominium by the owners of apartments, together with the administration of the other condominiums comprising Shaker Village, a non-profit corporation known and designated as Shaker Village Condominium Association, Inc. has been organized under the laws of the State of Florida,

and said corporation shall administer the operation and management of this condominium and the other condominiums within Shaker Village and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time.

13.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit F.

13.2 The By-Laws of the Association shall be the by-laws of the condominium, a copy of which is attached as Exhibit G.

13.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

13.4 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

13.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

13.6 Membership. The record owners of all units in this condominium, together with record owners of all units of other condominiums within Shaker Village, shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles. Membership shall be established by acquisition of ownership of fee title to or fee interest in a condominium parcel in said condominiums, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation among the Public Records of Broward County, Florida, of the Deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

13.7 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit.

13.8 Right of entry into private dwellings in emergencies. In case of any emergency originating in or threatening any apartment units, regardless of whether the owner is present at the time of such emergency, the board of directors of the Association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such apartment for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each apartment unit, if required by the Association, shall deposit under control of the Association a key to such apartment unit.

13.9 Right of Entry for Maintenance of Common Elements. Whenever it is necessary to enter any apartment unit for the purpose of performing any maintenance, alteration or repair to any portion of the common elements, the owner of each apartment unit shall permit other owners or their representatives, or the duly constituted and authorized agent of Association, to enter such apartment unit for such purpose, provided that such entry be made only at reasonable times and with reasonable advance notice.

14. Insurance.

The insurance other than title insurance which shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

14.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the apartment owners and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in Florida, and with offices or agents in Broward County, Florida.

14.2 Coverage.

1. Casualty. All buildings and improvements upon the land including apartments and all personal property of the Association included in the condominium property are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the board of directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage affords protection against:

a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

b. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to, vandalism and malicious mischief.

2. Public Liability in such amounts and with such coverage as shall be required by the Board of the Association, with cross liability endorsements to cover liability of the apartment owners as a group to an apartment owner.

3. Workmen's Compensation as shall be required to meet the requirements of the law.

14.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association.

14.4 Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Broward County with trust powers as may be approved by the board of directors of the Association as trustee, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payments of premiums nor for the renewal or sufficiency of the policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

1. Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are apartments in each building, the shares of each apartment owner being the same as his share in the common elements, as same are hereinabove stated.

2. Apartments. Proceeds on account of apartments shall be held in the following undivided shares:

a. Partial destruction, when the buildings are to be restored, for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner.

b. Total destruction of the buildings or when the buildings are to be restored to owners of all apartments in the buildings, each owner's share being in proportion to his share in the common elements appurtenant to his apartment.

c. Mortgagee. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against apartment units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

14.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

4. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

5. Association as Agent. The Association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association.

15. Reconstruction or repair - After Casualty.

15.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

2. Apartment Buildings.

a. Lesser damage. If the damaged improvement is a part of the apartment buildings, and if apartments to which fifty (50%) percent of the common elements are appurtenances are found by the board of directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

b. Major damage. If the damaged improvement is part of the apartment buildings, and if apartments to which more than fifty (50%) percent of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five (75%) percent of the common elements agree in writing to such reconstruction or repair.

3. Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

15.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment buildings, by the owners of not less than seventy-five (75%) percent of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

15.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

15.4 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

15.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs hereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

15.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

15.7 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

1. Association. If costs of reconstruction and repair which are the responsibility of the Association are more than \$5,000.00, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

a. Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly.

b. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

c. Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

d. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

e. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its

President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

16. Use Restrictions.

The use of the property of the condominium shall be in accordance with the following provisions:

16.1 Apartments.

1. Each of the apartments shall be occupied only by an owner, his family, his servants and guests, as a residence and for no other purpose.
2. Except as reserved to Developer, no apartment may be divided or sub-divided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.
3. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the apartment building without the prior written consent of the board of directors of the Association.
4. No clothes lines or similar devices shall be allowed on any patios or balconies of the condominium property, or any other part of the condominium property, without the written consent of the board of directors of the Association.
5. No owner shall make, allow or cause to be made any structural addition or alteration to his apartment or to the common elements without the prior written consent of the Association.

16.2 Pets. Pets may be kept upon the condominium property but shall be so kept subject to the rules and regulations adopted by the Association. No pets may be kept, bred or maintained for any commercial purpose. Any pet that shall cause or create a nuisance or unreasonable disturbance, shall be permanently removed from the property upon three days written notice by the Association. If an apartment owner shall fail to cause an objectionable pet to be removed from the premises upon such request, the owner thereof shall be liable for court costs, attorney's fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets and/or rules and regulations hereinafter adopted concerning same.

16.3 Common Elements. The common elements shall be used only for the purposes for which they are intended.

16.4 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or of the common elements which will increase the rate of insurance upon the condominium property.

16.5 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

16.6 Signs. No signs shall be displayed from an apartment or on common property except such signs as shall have advance written approval by the Developer or the Association.

16.7 Rules and Regulations. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and by-laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

16.8 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of this condominium and all of the condominiums within Shaker Village, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all apartments within Shaker Village and Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

17. Maintenance of Community Interests.

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

17.1 Transfer Subject to Approval.

1. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner.

2. Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association except to an apartment owner.

3. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

4. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

5. Other transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

17.2 Approval by Association. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

1. Notice to Association.

a. Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

b. Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee as Association may reasonably require, and an executed copy of the proposed lease.

c. Gift; devise; inheritance; other transfers. An apartment owner who has obtained his title by gift, devise, or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

d. Failure to give notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

a. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or a Vice President and Secretary or by the President or a Vice President and having the corporate seal affixed in recordable form and shall be delivered to the purchaser and shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Broward County, Florida, at the expense of the lessee.

c. Gift, devise or inheritance; other transfer. If the apartment owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the apartment owner and shall be recorded in the public records of Broward County, Florida, at the expense of the apartment owner.

3. Approval of corporate owner or purchaser. In as much as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or

purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the apartment be also approved by the Association.

17.3 Disapproval by the Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

a. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

d. A certificate of the Association executed by its President or a Vice President and Secretary, or by its President or a Vice President and having the corporate seal affixed, and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

e. If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transactions shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

2. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

3. Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall close within ten (10) days following the determination of the sales price.

d. A certificate of the Association, executed by its President or a Vice President and Secretary, or its President or a Vice President and having its corporate seal affixed, and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

e. If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of approval as elsewhere provided, which shall be recorded in the public records of Broward County, Florida, at the expense of the apartment owner.

17.4 Mortgage. A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association, except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be obtained upon conditions determined by the board of directors of the Association, and said approval shall be, if granted, prepared in recordable form, executed by the President and Secretary of the Association. Where a unit owner sells his unit and takes back a purchase money mortgage, the approval of the Association shall not be required.

17.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires title as a result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of this section apply to the sale or lease of any apartment unit by the Developer.

17.6 Unauthorized transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

17.7 Notice of Lien or Suit.

1. Notice of Lien. An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

2. Notice of Suit. An apartment owner shall give notice to the Association of every suit or other proceedings which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

17.8 Purchase of Apartments by Association. The Association shall have the power to purchase apartments, subject to the following provisions:

1. Decision. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership except as hereinafter provided.

2. Limitation. If at any one time the Association be the owner or agreed purchaser of 15 or more apartments, it may not purchase any additional apartment without the prior written approval of seventy-five (75%) percent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

17.9 Rights of Developer. Notwithstanding anything herein to the contrary, until the Developer has sold all of the apartments within Shaker Village, in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartment for itself upon the same terms and conditions available to the Association.

18. Developer's Units and Privileges.

18.1 The Developer, at the time of the filing of this Declaration, is the owner of all of the real property, individual apartment units, and appurtenances comprising this condominium and all other existing and/or future condominiums in Shaker Village. Therefore, the Developer, until all of the apartments in Shaker Village have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by it. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of apartment units, including, but not limited to the right to maintain models, have signs, staff employees, maintain offices, use the common elements and show apartments. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

18.2 Notwithstanding anything in this Declaration of Condominium to the contrary, until the Developer has sold and closed all of the apartments in Shaker Village, the apartment units owned by the Developer shall not be subject to assessment as provided for in this Declaration of Condominium, but instead shall be assessed and pay to the Association in lieu thereof a sum equal to the actual amount of the actual operating expenditures for each calendar year, less an amount equal to the total assessments made by the Association against owners of apartments other than Developer. The actual operating expenditures, for this purpose, shall not include any reserves for replacement, operating reserves, depreciation reserves or expense reserves, or capital expenditures.

18.3 Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the apartments in Shaker Village.

19. Recreational and Community Facility Lease. The Shaker Village Condominium Association, Inc. has entered into a long-term recreational and community facility lease, as lessee, with Thomas R. Maccari, joined by his wife Carol E. Maccari and Rudolph R. Maccari, joined by his wife Nora B. Maccari, as lessor, a copy of which lease is attached hereto and made a part hereof as Exhibit H.

19.1 Each apartment owner agrees to be bound by the terms and conditions of said lease. Said recreation and community facility lease will permit each apartment owner not in default of said lease, to have the right, privilege, access and use of the recreational and community facilities. The aforescribed recreation and community facility lease has been entered into for the non-exclusive use and benefit of the apartment owners in Shaker Village.

19.2 Each apartment owner shall make payment to the Association of his assessed prorata share of the rental due under and pursuant to said recreational and community facility lease. It shall be mandatory for each apartment owner to make his prorata payments as assessed by the Association, as part of the common expense, in order to keep in force and effect the aforescribed recreational and community facility lease, regardless of whether or not said apartment owner uses the recreational and community facilities.

19.3 In order to secure the faithful performance of the Association's obligations to the lessor under said lease, and in order to secure the apartment owners' obligations to pay common expenses, each apartment owner subjects his full interest in this condominium and his interest in the Association to the benefit and rights granted unto the lessor under the terms of the subject lease.

19.4 It is specifically recognized that the lessor under the terms of the subject lease may be officers of and members of the original board of directors of the Association, and that such circumstances shall not, and cannot be construed or considered as a breach of his or her duties to the Association, nor as possible grounds to invalidate said lease in whole or in part.

19.5 Each apartment owner, his heirs, successors and assigns shall be bound by the recreational and community facility lease to the same extent and effect as if he had executed said lease for the purposes therein expressed including but not limited to:

- a. Adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as lessee;
- b. Covenanting and promising to perform each and every of the covenants, promises and undertakings required to be performed by apartment owners in the cases provided therefor in said lease;
- c. Ratifying, confirming and approving each and every provision of said lease and acknowledging that all terms and provisions thereof, including rental reserve, are reasonable; and
- d. Agreeing that the persons acting as directors and officers of the Association in that acquisition of such lease, have not breached any of their duties or obligations to the Association, and that they acted properly and in the best interests of the Association and its members.

20. Compliance and Default.

Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, by-laws and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they

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may be amended from time to time. Failure of apartment owners to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

20.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

20.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, by-laws and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

20.3 No waiver of rights. The failure of the Association or any apartment owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration, the by-laws or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

21. Amendment of Declaration.

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

21.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

21.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than seventy-five (75%) percent of the votes of the entire membership of the board of directors and by not less than seventy-five (75%) of the votes of the entire membership of the Association; or

2. not less than eighty (80%) percent of the votes of the entire membership of the Association;

3. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of the apartments or alter the boundaries of the common elements.

21.3 Proviso. No amendment shall discriminate against any apartment owner or against any apartment, or class or group of apartments, unless the apartment owners so affected and their institutional mortgagees shall consent; and no amendment shall change any apartment or the share in the common elements, and other of its appurtenances or increase the owner's share of the common expenses except as hereinabove provided, unless the owner of the apartment concerned and all such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair - After Casualty", unless the record owner of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment

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of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the lessor under the recreational and community facility lease unless the lessor shall join in the execution of such amendment.

21.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Broward County, Florida.

22. Termination.

The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

22.1 Destruction. In the event that it is determined in the manner elsewhere provided that the apartment buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

22.2 Agreement. The condominium may be terminated by the approval in writing of all of the owners of the apartments therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five (75%) percent of the common elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the apartments to be purchased, of an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall provide for the purchase of all of the apartments owned by owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

2. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

22.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Broward County, Florida.

22.4 Shares of owners after termination. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

22.5 Amendment. This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon apartments.

23. Covenants.

All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

24. Invalidation and Operation.

24.1 The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, by-laws, rules and regulations of the Association shall not affect the validity of the remaining portions which shall remain in full force and effect.

24.2 In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

25. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same: Chapter 711 of the Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, MACCARI BUILDING AND CONSTRUCTION COMPANY, INC., has executed this Declaration of Condominium on this 29 day of March, 1973.

Signed, sealed and delivered in the presence of:

Susan Mayhew
James R. Brady

MACCARI BUILDING AND CONSTRUCTION COMPANY, INC.

By Rudolph R. Maccari
RUDOLPH R. MACCARI, President

Attest: Thomas R. Maccari
THOMAS R. MACCARI, Secretary

(Corporate Seal)

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STATE OF FLORIDA)
SS.)
COUNTY OF BROWARD)

On this day personally appeared before me, the undersigned authority, RUDOLPH R. MACCARI and THOMAS R. MACCARI as President and Secretary, respectively of MACCARI BUILDING AND CONSTRUCTION COMPANY, INC., and they acknowledged before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal at H. Lauderdale, said County and State last aforesaid, this 29 day of March, 1973.

Susan Meylan
Notary Public, State of Florida at Large
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 2, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Shaker Village Condominium Association, Inc., a Florida corporation not for profit, hereby agrees to this Declaration of Condominium and does by these presents accept all of the benefits and duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and the exhibits attached hereto.

IN WITNESS WHEREOF, the Association, Shaker Village Condominium Association, Inc., has executed this Declaration of Condominium on this 29 day of March, 1973.

Signed, sealed and delivered in the presence of:

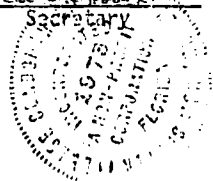
Susan Meylan
James C. Dandy

SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC.

By Rudolph R. Maccari
RUDOLPH R. MACCARI President

Attest: Carol E. Maccari
CAROL E. MACCARI Secretary

(corporate seal)



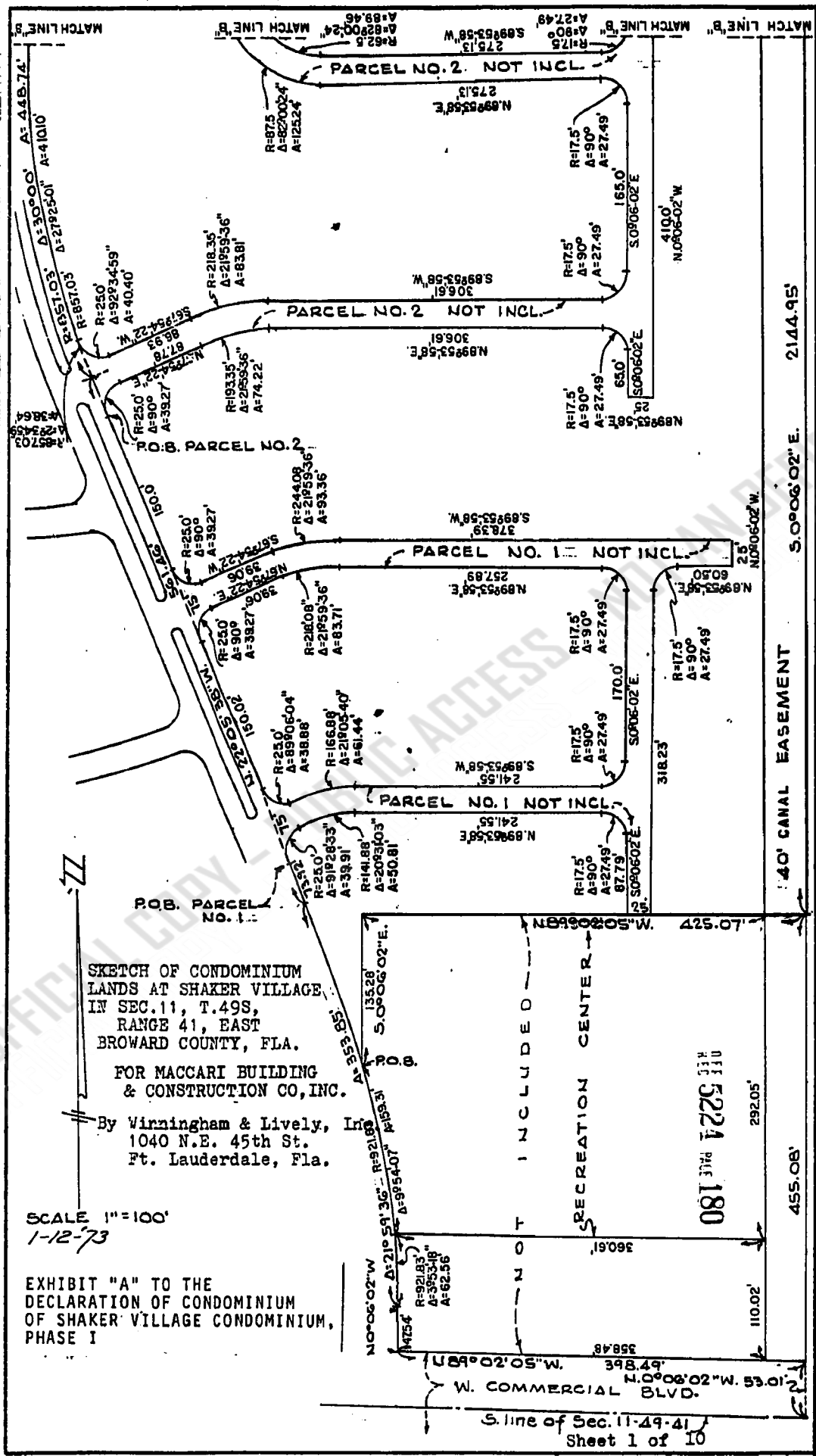
STATE OF FLORIDA)
SS.)
COUNTY OF BROWARD)

On this day personally appeared before me, the undersigned authority, RUDOLPH R. MACCARI and CAROL E. MACCARI as President and Secretary, respectively of SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal at H. Lauderdale, said County and State last aforesaid, on this 27 day of March, 1973.

Susan Meylan
Notary Public, State of Florida at Large
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 2, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

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SKETCH OF CONDOMINIUM
LANDS AT SHAKER VILLAGE
IN SEC. 11, T. 49S,
RANGE 41, EAST
BROWARD COUNTY, FLA.

FOR MACCARI BUILDING
& CONSTRUCTION CO, INC.

By Wittingham & Lively, Inc.
1040 N.E. 45th St.
Ft. Lauderdale, Fla.

SCALE 1"=100'
1-12-73

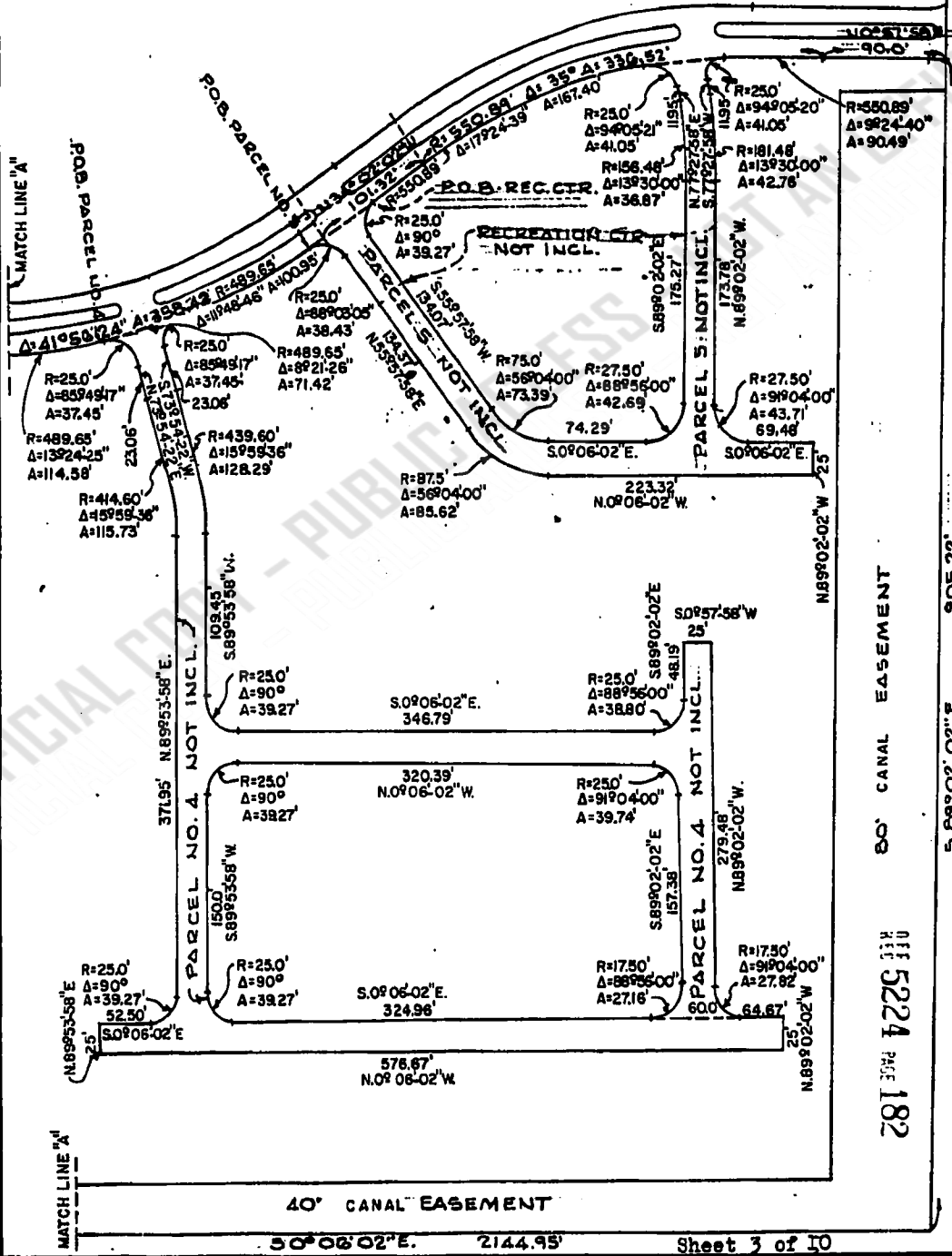
EXHIBIT "A" TO THE
DECLARATION OF CONDOMINIUM
OF SHAKER VILLAGE CONDOMINIUM,
PHASE I

2144.95
S. 0° 06' 02" E.
455.08'

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25953 "A"

SCALE 1"=100'



NOT AN OFFICIAL COPY

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40' CANAL EASEMENT

50°06'02"E. 2144.95' Sheet 3 of 10

25953 'C'

A parcel of land in the S $\frac{1}{4}$ of Section 11, Township 49 South, Range 41 East, said parcel including portions of Tracts 10, 11 and 15 in said Section 11, according to the Fort Lauderdale Truck Farms Subdivision, as recorded in Plat Book 4 at Page 31 of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing on the South line of said Section 11, at an intersection with the Southerly projection of a line 880 feet East of, as measured at right angles, and parallel to the West line of said Tracts 10 and 15; thence North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 13° 47' 25", run Northwesterly 221.87 feet, to an intersection with a line 455 feet East of, as measured at right angles, and parallel to said Westerly line of Tracts 10 and 15, and the Point of Beginning; thence continue Northwesterly 131.98 feet along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 8° 12' 11", to a point of tangency; thence run North 22° 05' 38" West 561.46 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 857.03 feet and a central angle of 30°, run Northwesterly and Northeasterly 448.74 feet, to a point of tangency; thence run North 7° 54' 22" East 373.01 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 489.65 feet and a central angle of 41° 56' 24", run Northeasterly and Northwesterly 358.42 feet, to a point of tangency; thence run North 34° 02' 02" West 101.32 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 550.89 feet and a central angle of 35°, run Northwesterly 336.52 feet, to a point of tangency; thence run North 0° 57' 58" East 90 feet along the tangent extended, to an intersection with a line 40 feet South of, as measured at right angles, and parallel to the North line of aforesaid S $\frac{1}{4}$ of Section 11, at a point 25.07 feet West of the East line of said Tract 11, as measured along said parallel line; thence run South 89° 02' 02" East 905.22 feet along said parallel line, to an intersection with said line 880 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; in said Section 11; thence run South 0° 06' 02" East 2144.95 feet along said parallel line, to an intersection with a line 455 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 425.07 feet along said parallel line, to an intersection with a line 455 feet East of, as measured at right angles, and parallel to said West line of Tracts 10 and 15; thence run South 0° 05' 02" East 135.28 feet along said parallel line, to the Point of Beginning. Excepting therefrom the following described parcels:

PARCEL NO. 1

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection, to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36" run Northwesterly 353.85 feet, to a point of tangency; thence run North 22° 05' 38" West 73.92 feet along the tangent extended, to a point of curvature of a curve to the right, and the Point of Beginning; thence run Northwesterly and Northeasterly 39.91 feet along the arc of said curve to the right, having a radius of 25 feet and a central angle of 91° 28' 33", to a point of compound curvature; thence along the arc of a curve to the right, having a radius of 141.88 feet and a central angle

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of 20° 31' 03", run Easterly 50.81 feet, to a point of tangency; thence run North 89° 53' 58" East 241.55 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southeasterly 27.49 feet, to a point of tangency; thence run South 0° 06' 02" East 87.79 feet along the tangent extended to an intersection with a line 455 feet North of, as measured at right angles and parallel to said South line of Section 11; thence run South 89° 02' 05" East 25 feet along said parallel line; thence run North 0° 06' 02" West 318.23 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Northeasterly 27.49 feet, to a point of tangency; thence run North 89° 53' 58" East 60.50 feet along the tangent extended; thence run North 0° 06' 02" West 25 feet; thence run South 89° 53' 58" West 378.39 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 244.08 feet and a central angle of 21° 59' 36", run Southwesterly 93.36 feet, to a point of tangency; thence run South 67° 54' 22" West 39.06 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northwesterly 39.27 feet, to a point of tangency; thence run South 22° 05' 38" East 75 feet, to a point of curvature of a curve running Northeasterly to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency; thence run North 67° 54' 22" East 39.06 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 218.08 feet and a central angle of 21° 59' 36", run Northeasterly 83.71 feet, to a point of tangency; thence run North 89° 53' 58" East 257.89 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southeasterly 27.49 feet, to a point of tangency; thence run South 0° 06' 02" East 170 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southwesterly 27.49 feet, to a point of tangency; thence run South 89° 53' 58" West 241.55 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 166.88 feet and a central angle of 21° 05' 40", run Southwesterly 61.44 feet, to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 25 feet and a central angle of 89° 06' 04", run Northwesterly 38.88 feet; thence run South 22° 05' 38" East 75 feet, to the Point of Beginning.

PARCEL NO. 2

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection, to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36", run Northwesterly 353.85 feet, to a point of tangency; thence run North 22° 05' 38" West 523.94 feet along the tangent extended, to a point of curvature of a curve to the right and the Point of Beginning; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency; thence run North 67° 54' 22" East 87.78 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 193.35 feet and a central angle of 21° 59' 36", run Easterly 74.22 feet, to a point of tangency; thence run North 89° 53' 58" East 306.61 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southeasterly 27.49 feet, to a point of tangency; thence run South 0° 06' 02" East 65 feet along the tangent extended; thence run North 89° 53' 58"

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East 25 feet; thence run North 0° 06' 02" West 410 feet; thence run South 89° 53' 58" West 25 feet; thence run South 0° 06' 02" East 60 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southwesterly 27.49 feet, to a point of tangency; thence run South 89° 53' 58" West 275.13 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 62.50 feet and a central angle of 82° 00' 24" run Northwesterly 89.46 feet, to a point of tangency; thence run North 8° 05' 38" West 193.95 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 87.50 feet and a central angle of 74°, run Northwesterly 113.01 feet, to a point of tangency; thence run North 82° 05' 38" West 53.48 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northwesterly and Northeasterly 39.27 feet, to a point of tangency; thence run South 7° 54' 22" West 75 feet, to a point of curvature of a curve running Northeasterly to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency; thence run South 82° 05' 38" East 53.48 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 62.5 feet and a central angle of 74° run Southeasterly 80.72 feet, to a point of tangency; thence run South 8° 05' 38" East 193.95 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 87.5 feet and a central angle of 82° 00' 24", run Southeasterly 125.24 feet, to a point of tangency; thence run North 89° 53' 58" East 275.13 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southeasterly 27.49 feet, to a point of tangency; thence run South 0° 06' 02" East 165 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southwesterly 27.49 feet, to a point of tangency; thence run South 89° 53' 58" West 306.61 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 218.35 feet and a central angle of 21° 59' 36", run Southwesterly 83.81 feet, to a point of tangency; thence run South 67° 54' 22" West 86.93 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 92° 34' 59", run Northwesterly 40.40 feet, to a point of intersection with the arc of a curve running Southeasterly to the left, a radial at said point bearing North 65° 19' 23" East; thence along the arc of said curve to the left, having a radius of 857.03 feet and a central angle of 2° 34' 59", run Southeasterly 38.64 feet, to a point of tangency; thence run South 22° 05' 38" East 37.50 feet along the tangent extended, to the Point of Beginning.

PARCEL NO. 3

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection, to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36", run Northwesterly 353.85 feet, to a point of tangency; thence run North 22° 05' 38" West 561.46 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 857.03 feet and a central angle of 30°, run Northwesterly and Northeasterly 448.74 feet, to a point of tangency; thence run North 7° 54' 22" East 355.51 feet along the tangent extended, to a point of curvature of a curve to the right and the Point

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of Beginning; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency; thence run South 82° 05' 38" East 7.37 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 298.27 feet and a central angle of 8° 00' 24", run Easterly 41.68 feet, to a point of tangency; thence run North 89° 53' 58" East 183.19 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90° run Southeasterly 39.27 feet, to a point of tangency; thence run South 0° 06' 02" East 242.50 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southwesterly 27.49 feet, to a point of tangency; thence run South 89° 53' 58" West 30 feet along the tangent extended; thence run South 0° 06' 02" East 25 feet; thence run North 89° 53' 58" East 385 feet; thence run North 0° 06' 02" West 25 feet; thence run South 89° 53' 58" West 290 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Northwesterly 27.49 feet, to a point of tangency; thence run North 0° 06' 02", West 242.50 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency; thence run North 89° 53' 58" East 160 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Southeasterly 39.27 feet, to a point of tangency; thence run South 0° 06' 02" East 242.50 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southwesterly 27.49 feet, to a point of tangency; thence run North 89° 53' 58" East 60 feet, to a point of curvature of a curve running Northwesterly to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Northwesterly 27.49 feet, to a point of tangency; thence run North 0° 06' 02" West 400 feet along the tangent extended; thence run South 89° 53' 58" West 25 feet; thence run South 0° 06' 02" East 82.50 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Southwesterly 39.27 feet, to a point of tangency; thence run South 89° 53' 58" West 408.19 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 273.27 feet and a central angle of 8° 00' 24", run Westerly 38.19 feet, to a point of tangency; thence run North 82° 05' 38" West 10.59 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 83° 35' 07", run Northwesterly and Northeasterly 36.47 feet, to a point of intersection with the arc of a curve running Southwesterly to the right, a radial at said point bearing North 88° 30' 31" West; thence along the arc of said curve to the right, having a radius of 489.65 feet and a central angle of 6° 24' 53", run Southwesterly 54.83 feet, to a point of tangency; thence run South 7° 54' 22" West 17.50 feet along the tangent extended, to the Point of Beginning.

PARCEL NO. 4

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection; to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36" run Northwesterly 353.85 feet, to a point of tangency; thence run North 22°

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05' 38" West 561.46 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 857.03 feet and a central angle of 30°, run Northwesterly and Northeasterly 448.74 feet, to a point of tangency; thence run North 7° 54' 22" East 373.01 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 489.65 feet and a central angle of 19° 49' 18", run Northwesterly 169.41 feet, to a point of reverse curvature and the Point of Beginning; thence along the arc of a curve to the right, having a radius of 25 feet and a central angle of 85° 49' 17", run Northeasterly 37.45 feet, to a point of tangency; thence run North 73° 54' 22" East 23.06 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 414.6 feet and a central angle of 15° 59' 36" run Easterly 115.73 feet, to the point of tangency; thence run North 89° 53' 58" East 371.95 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Southeasterly 39.27 feet, to a point of tangency; thence run South 0° 06' 02" East 52.50 feet along the tangent extended; thence run North 89° 53' 58" East 25 feet; thence run North 0° 06' 02" West 576.67 feet; thence run North 89° 02' 02" West 25 feet; thence run South 0° 06' 02" East 449.63 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 25 feet and a central angle of 90°, run Southwesterly 39.27 feet, to a point of tangency; thence run South 89° 53' 58" West 150 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northwesterly 39.27 feet, to a point of tangency; thence run North 0° 06' 02" West 320.39 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 91° 04' 00", run Northeasterly 39.74 feet to a point of tangency; thence run South 89° 02' 02" East 157.38 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 17.50 feet and a central angle of 88° 56' 00", run Southeasterly 27.16 feet; thence run North 0° 06' 02" West 60.0 feet, to a point of curvature of a curve running Southwesterly to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 91° 04' 00", run Southwesterly 27.82 feet, to a point of tangency; thence run North 89° 02' 02" West 279.48 feet along the tangent extended; thence run South 0° 57' 58" West 25 feet; thence run South 89° 02' 02" East 48.19 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 88° 56' 00", run Southeasterly 38.80 feet, to a point of tangency; thence run South 0° 06' 02" East 346.79 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Southwesterly 39.27 feet, to a point of tangency; thence run South 89° 53' 58" West 109.45 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 439.60 feet and a central angle of 15° 59' 36", run Southwesterly 128.29 feet, to a point of tangency; thence run South 73° 54' 22" West 23.06 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 85° 49' 17", run Northwesterly 37.45 feet, to an intersection with the arc of a curve running Southwesterly to the right, a radial at said point bearing South 69° 43' 38" West; thence along the arc of said curve to the right having a radius of 489.65 feet and a central angle of 8° 21' 26" run Southeasterly 71.42 feet, to the Point of Beginning.

PARCEL NO. 5

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East, of , as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection, to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11;

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thence run North 89°02'05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36", run Northwesterly 353.85 feet, to a point of tangency; thence run North 22° 05' 38" West 561.46 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 857.03 feet and a central angle of 30°, run Northwesterly and Northeasterly 448.74 feet, to a point of tangency; thence run North 7° 54' 22" East 373.01 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 489.65 feet and a central angle of 39° 59' 29", run Northeasterly and Northwesterly 341.77 feet, to a point of curvature of a curve to the right, and the Point of Beginning; thence along the arc of said curve to the right having a radius of 25 feet and a central angle of 88° 03' 05", run Northeasterly 38.43 feet, to a point of tangency; thence run North 55° 57' 58" East 134.37 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of a curve to the left, having a radius of 87.5 feet and a central angle of 56° 04' 00", run Northeasterly 85.62 feet, to a point of tangency; thence run North 0° 06' 02" West 223.32 feet along the tangent extended; thence run North 89° 02' 02" West 25 feet; thence run South 0° 06' 02" East 69.48 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 27.50 feet and a central angle of 91° 04' 00", run Southwesterly 43.71 feet, to a point of tangency; thence run North 89° 02' 02" West 173.78 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 181.48 feet and a central angle of 13° 30' 00", run Southwesterly 42.76 feet, to a point of tangency; thence run South 77° 27' 58" West 11.95 feet along the tangent extended, to the Point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 94° 05' 20", run Northwesterly 41.05 feet, to a point of intersection with the arc of a curve running Southeasterly to the left, a radial at said point bearing North 81° 33' 58" East; thence along the arc of said curve to the left, having a radius of 550.89 feet and a central angle of 8° 11' 58", run Southeasterly 78.84 feet to a point of curvature of a curve running Northeasterly to the right; thence along the arc of said curve to the right having a radius of 25 feet, a central angle of 94° 05' 21", run Northeasterly 41.05 feet to a point of tangency; thence run North 77° 27' 58" East 11.95 feet to the point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 156.48 feet, a central angle of 13° 30' 00", run Easterly 36.87 feet to a point of tangency; thence run South 89° 02' 02" East along the tangent extended 175.27 feet to the Point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 27.5 feet, a central angle of 88° 56' 00" run Southeasterly 42.69 feet to a point of tangency; thence run South 0° 06' 02" East along the tangent extended 74.29 feet to the point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 75 feet, a central angle of 56° 04' 00", run Southwesterly 73.39 feet to the Point of tangency; thence run South 55° 57' 58" West 134.07 feet to the point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 25 feet, a central angle of 90°, run Northwesterly 39.27 feet to the point of tangency; thence run South 34° 02' 02" East 57.50 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 489.65 feet and a central angle of 1° 56' 55", run Southeasterly 16.65 feet to the Point of Beginning.

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PARCEL NO. 6, RECREATION AREA 2

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection, to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36", run Northwesterly 353.85 feet, to a point of tangency; thence run North 22° 05' 38" West 561.46 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 857.03 feet and a central angle of 30°, run Northwesterly and Northeasterly 448.74 feet, to a point of tangency; thence run North 7° 54' 22" East 373.01 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 489.65 feet and a central angle of 41° 56' 24", run Northeasterly and Northwesterly 358.43 feet, to a point of tangency; thence run North 34° 02' 02" West 57.50 feet along the tangent extended, to a point of curvature of a curve running South-easterly to the left, and the Point of Beginning; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 90°, run Southeasterly, and Northeasterly 39.27 feet, to a point of tangency; thence run North 55° 57' 58" East 134.07 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 75 feet and a central angle of 56° 04' 00", run Northeasterly 73.39 feet, to a point of tangency; thence run North 0° 06' 02" West 74.29 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 27.50 feet and a central angle of 88° 56' 00", run Northwesterly 42.69 feet, to a point of tangency; thence run North 89° 02' 02" West 175.27 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 156.48 feet and a central angle of 13° 30' 00" run Westerly 36.87 feet, to a point of tangency; thence run South 77° 27' 58" West 11.95 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 94° 05' 21", run Southwesterly, Southeasterly 41.05 feet, to a point of compound curvature; thence along the arc of a curve to the left, having a radius of 550.89 feet and a central angle of 17° 24' 39" run Southeasterly 167.40 feet, to a point of tangency; thence run South 34° 02' 02" East 43.82 feet along the tangent extended, to the Point of Beginning.

Said lands situate in Broward County, Florida.

CERTIFICATE

This is to certify that the attached sketch and description are accurate and correct to the best of our knowledge and belief.

Winningham & Lively, Inc.

By Charlie C. Winningham
Registered Land Surveyor No. 1486
State of Florida.



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DESCRIPTION:

A portion of Tracts 10, 11, 14 and 15, of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 11, Township 49 South, Range 41 East, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

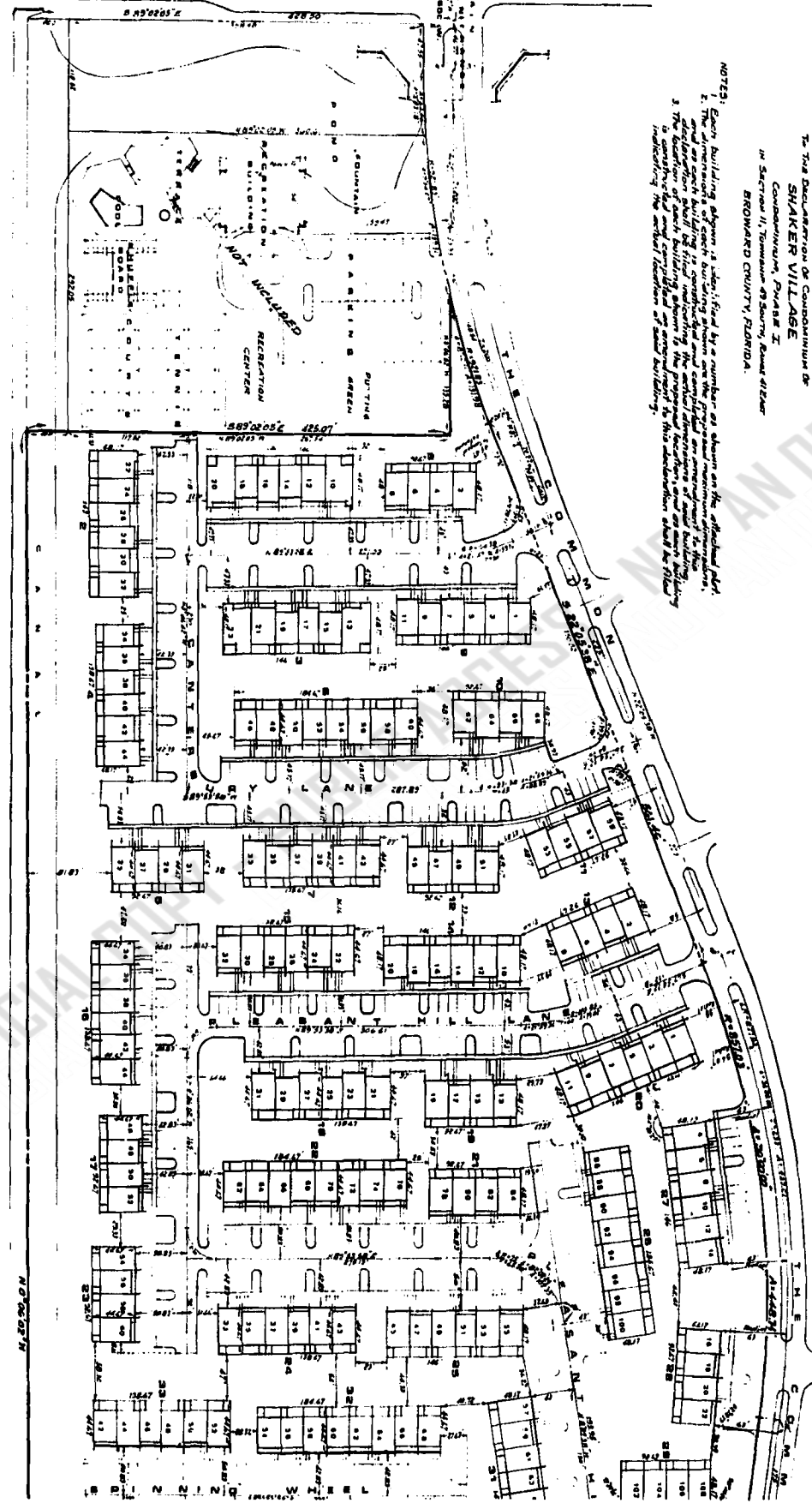
Commencing at the Southeast corner of said Section 11; thence N-89° 02' 05" - W, along the South line of said Section 11, a distance of 1759.85 feet; thence N-0° 06' 02" - W, parallel with and 890 feet East of, as measured at right angles to, the West line of Tracts 10 and 15, a distance of 53.01 feet to the Point of Beginning of this description; thence continuing N-0° 06' 02" - W, along the last described line, a distance of 2547.01 feet; thence N-89° 02' 02" - W parallel with and 40 feet South of, as measured at right angles to, the centerline of that 30-foot Road Right-of-Way between tracts 7 and 10 and Tracts 6 and 11, of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION, a distance of 1275.22 feet; thence S-0° 06' 02" - E parallel with and 395 feet West of, as measured at right angles to the East line of said Tracts 11 and 14, a distance of 2144.95 feet; thence S-89° 02' 05" - E, parallel with and 445 feet North of, as measured at right angles to, the South line of said Section 11, a distance of 740.13 feet; thence S-0° 06' 02" - E, parallel with and 345 feet East of, as measured at right angles to, the West line of said Tract 15, a distance of 402.07 feet; thence S-89° 02' 05" E, parallel with and 53 feet North of, as measured at right angles to, the South line of said Section 11, a distance of 535.09 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Containing 67.721 Acres, more or less.

EXHIBIT B
to DECLARATION OF CONDOMINIUM

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COMMERCIAL BOULEVARD



NOTES:

1. Each building shown is identified by a number as shown on the attached plan.
2. The dimensions of each building shown are the program minimum dimensions. Actual dimensions shall be filed indicating the actual dimensions of each building.
3. The location of each building shown is the program location, and as each building is constructed and approved by the city, the actual location shall be filed indicating the actual location of each building.

EXHIBIT C
 To The Declaration of Condominium for
 SHAKER VILLAGE
 Condominium, Phase I
 Section 11, Township of Seely, County of Alachua,
 BROWARD COUNTY, FLORIDA.

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Exhibit C - Sheet 1 of 2

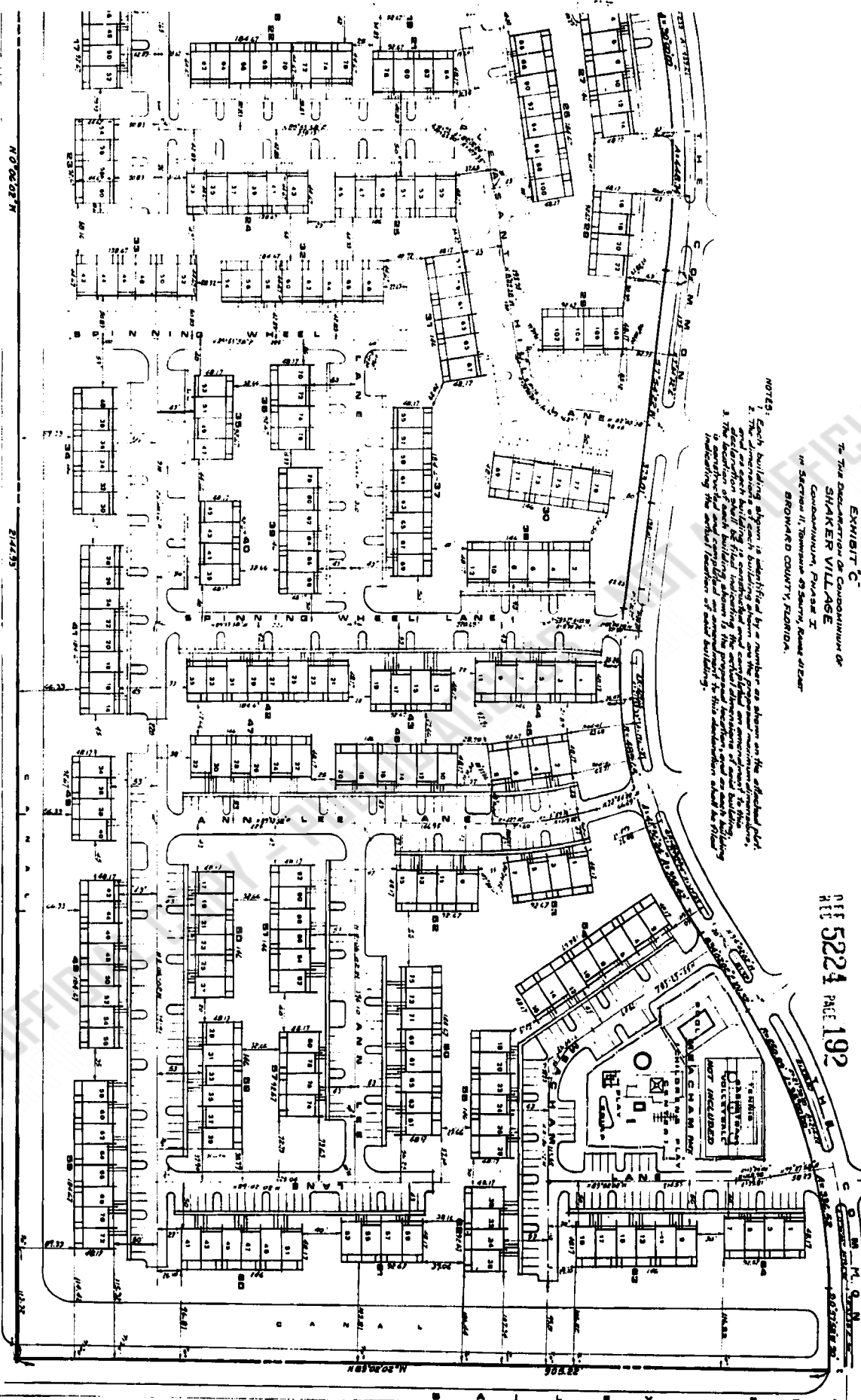


EXHIBIT "C"
 TO THE DECLARATION OF CONDOMINIUM OF
 SHAKER VILLAGE
 CONDOMINIUM, PHASE I
 IN SECTION II, TOWNSHIP 35 NORTH, RANGE 25 EAST
 BROWARD COUNTY, FLORIDA.

NOTES:
 1. Each building shown is identified by a number as shown on the attached plat.
 2. The dimensions of each building shown are the program minimum dimensions, and an exact building is anticipated and completed in accordance with the program minimum dimensions.
 3. The location of each building shown is the proposed location, and an exact building is anticipated and completed in accordance with the declaration and the plat underlying the actual location of each building.

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CERTIFICATION

Comes now the undersigned and certifies on this 2nd
day of April, 1973, as to SHAKER VILLAGE CONDOMINIUM,
PHASE I and the Declaration of Condominium thereof as follows:

1. I am a land surveyor duly authorized to practice under the laws of the State of Florida and my registered land surveyor number is No. 1580, State of Florida.
2. That this certificate is made as to SHAKER VILLAGE CONDOMINIUM, PHASE I and the Declaration of Condominium thereof.
3. That on the date of this certification all of the improvements of SHAKER VILLAGE CONDOMINIUM, PHASE I have not been completed. However, Exhibit C attached thereto is an accurate representation of the proposed improvements to be constructed within said condominium and reflects the proposed location, size and dimensions of the common elements and the apartment buildings.
4. That upon the completion of each of the buildings indicated upon Exhibit C of the Declaration of Condominium, a certificate shall be issued certifying as to the particular building which is the subject matter of said certificate that the exhibits attached to said certificate together with the wording of the Declaration of Condominium constitute a correct representation of the improvements of said condominium and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit described therein. Said certificates together with the exhibits thereto shall be recorded as amendments to Exhibits D and E of the Declaration of Condominium of SHAKER VILLAGE CONDOMINIUM, PHASE I.

WINNINGHAM & LIVELY, INC.
Charlie C. Winningham
CHARLIE C. WINNINGHAM
Registered Land Surveyor No. 1580,
State of Florida

(Seal)

Exhibit D

TO DECLARATION OF CONDOMINIUM
SHAKER VILLAGE CONDOMINIUM, PHASE I

NOT AN OFFICIAL COPY
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EXHIBIT F

ARTICLES OF INCORPORATION
OF
SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
OF
SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC.

* * * * *

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

The name of the corporation shall be:
SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC.
which corporation shall hereinafter be referred to as the "Association".

ARTICLE II

Purpose

The purposes and objects of the Association shall be to administer the operation and management of all condominiums to be established in accordance with the Condominium Act of the State of Florida and pursuant to the development plans set forth in the various declarations of condominium, upon or within the property in Broward County, Florida legally described upon Exhibit A attached hereto and made a part hereof which entire area is hereinafter referred to as "Shaker Village"; and to undertake the performance of the acts and duties incident to the administration of the operation and management of each and every said condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal declarations of condominium which shall be recorded in the Public Records of Broward County, Florida at the times that portions of said property, and the improvements now or hereafter situate thereon are submitted to plans of condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominiums; and further, to foster fine residential communities throughout the various areas of the development commonly referred to as Shaker Village.

ARTICLE III

Powers

The Association shall have the following powers:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida which are not in conflict with the terms of these Articles.
2. The Association shall have all of the powers and duties set forth in the Florida Condominium Act except as limited by these Articles and any attendant declarations of condominium, and all of the powers and duties reasonably necessary to implement and effectuate the purposes of the Association, as hereinabove set forth, including but not limited to the following:

- (a) To make, establish and enforce reasonable rules and regulations governing the use of condominium units, common elements and condominium property as said terms may be defined in the declarations of condominium to be recorded.
- (b) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the condominiums and the Association.
- (c) To use the proceeds of assessments in the exercise of its powers and duties.
- (d) To undertake the maintenance, repair, replacement and operation of the various condominiums comprising Shaker Village and their condominium properties, or property leased by the Association for the benefit of its members.
- (e) To purchase insurance upon the condominium properties and insurance for the protection of the Association and its members.
- (f) To reconstruct the condominium improvements after casualty and construct further improvements of the condominium properties.
- (g) To make reasonable rules and regulations respecting the use of the condominium properties.
- (h) To approve or disapprove the leasing and transfer of ownership of apartments as may be provided by the declaration of condominium and the by-laws.
- (i) To enforce by legal means the provisions of the Condominium Act, the declarations of condominium, these Articles of Incorporation and the by-laws of the Association and the rules and regulations for the use of the properties in the condominiums.
- (j) To contract for the management of the condominium properties, and to delegate all management powers and duties to a qualified person, firm or corporation, except such as are specifically required by the declarations of condominium to have approval of the Board of Directors or of the membership of the Association.
- (k) To contract for the management and operation of portions of the common elements susceptible to separate management and operation, and to lease the same.
- (l) To employ personnel necessary to perform the services required for proper operations of the condominiums and the Association.
- (m) To enter into, as lessee, leases for property to be used as recreational facilities and to make and collect assessments against members to defray the cost of taxes, maintenance, repair, rental and operation of the land and improvements thereon.

(n) To acquire and/or to sell and to enter into any agreements whereby it acquires and/or sells any interest in real or personal property, whether by fee or otherwise, whether or not contiguous to the land of the condominiums, all to be for the use or benefit of the members of the Association. This shall include but not be limited to leases for recreational and community facilities.

3. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the declarations of condominium, these Articles of Incorporation and the by-laws.

4. The Association shall make no distribution of income to its members, directors or officers.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the declaration of condominium and the by-laws.

ARTICLE IV

Members

1. The members of the Association shall consist of all of the record owners of apartments in the buildings of the condominiums comprising Shaker Village.

2. Transfer of membership in the Association shall be established by the recording in the public records of Broward County, Florida, of a condominium deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument; the owner or owners designated by such instrument thereby becoming a member or members of the Association. The membership in the Association of the prior owner or owners shall be thereby terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her apartment.

4. The members of the Association, singly or collectively, shall be entitled to only one vote for each apartment owned by them. The exact manner of exercising voting rights when there are two or more owners of one apartment shall be determined by the by-laws of the Association.

ARTICLE V

Directors

1. The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the by-laws of the Association, but shall be not less than three in number. In the absence of a determination as to

the number of members, the Board of Directors shall consist of three directors.

2. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the by-laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the by-laws.

3. The first election of Directors by the membership of the Association shall not be held until after all of the apartments in Shaker Village have been sold and closed by the developer, or until the developer shall voluntarily call an election, whichever shall first occur.

4. The Directors herein named shall serve until the first election of Directors by Association members, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

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

<u>Name</u>	<u>Address</u>
RUDOLPH R. MACCARI	5601 West Commercial Boulevard Fort Lauderdale, Florida
THOMAS R. MACCARI	5601 West Commercial Boulevard Fort Lauderdale, Florida
CAROL E. MACCARI	5601 West Commercial Boulevard Fort Lauderdale, Florida

ARTICLE VI

Officers

The affairs of the Association shall initially be administered by the officers named in these Articles of Incorporation. After the developer has relinquished control of the Board of Directors, the officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association; which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association are as follows:

<u>Name and Address</u>	<u>Office</u>
RUDOLPH R. MACCARI 5601 West Commercial Blvd., Ft. Lauderdale	President
THOMAS R. MACCARI 5601 West Commercial Blvd., Fort Lauderdale, Florida	Vice President
CAROL E. MACCARI 5601 West Commercial Blvd., Fort Lauderdale, Florida	Secretary-Treasurer

ARTICLE VII

Indemnification

Every Director, and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VIII

By-laws

The first By-laws of the Association shall be adopted by the Board of Directors named herein, and may be altered, amended or rescinded in the manner provided by the By-laws.

ARTICLE IX

Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one or more members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary of the Association at or prior to the meeting.

(a) Such approval must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) By not less than 80% of the votes of the entire membership of the Association.

3. No amendment shall make any changes in the qualifications for membership or in voting rights of members, or any change in Paragraphs 3 and/or 4 of Article III hereof without approval in writing by all members.

4. A copy of each amendment to the Articles of Incorporation as approved shall be accepted and certified by the Secretary of State and recorded in the public records of Broward County, Florida.

5. Notwithstanding the foregoing provisions of this Article IX, until Developer shall have relinquished control of the Association, as hereinabove provided, no amendment of these Articles shall be adopted or become effective without the prior written consent of the Developer, its successors or assigns.

ARTICLE X

Term

This Association shall have perpetual existence.

ARTICLE XI

Developer

Wherever referred to herein, the term "Developer" shall mean MACCARI BUILDING AND CONSTRUCTION COMPANY, INC., its successors or assigns.

ARTICLE XII

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
RUDOLPH R. MACCARI	5601 West Commercial Boulevard Fort Lauderdale, Florida
THOMAS R. MACCARI	5601 West Commercial Boulevard Fort Lauderdale, Florida
CAROL E. MACCARI	5601 West Commercial Boulevard Fort Lauderdale, Florida

ARTICLE XIII

Resident Agent

The initial resident agent of the Association shall be THOMAS R. MACCARI whose address is 5601 West Commercial Boulevard Fort Lauderdale, Florida.

ARTICLE XIV

Initial Address

The initial street address of the principal office of the Association shall be 5601 West Commercial Boulevard, Fort Lauderdale, Florida.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on this 25th day of January, 1973.

Rudolph R. Maccari (LS)
Thomas R. Maccari (LS)
Carol E. Maccari (LS)

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STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgments in the State of Florida on this day personally appeared RUDOLPH R. MACCARI, THOMAS R. MACCARI and CAROL E. MACCARI being all of the subscribers of the Articles of Incorporation of the foregoing Association, who, after being duly sworn by me, upon their oath stated that they have executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS, my hand and official seal at Fort Lauderdale in said State and County on this 25th day of January, 1973.

Susan Maguire
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 2, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

DESCRIPTION:

A portion of Tracts 10, 11, 14 and 15, of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 11, Township 49 South, Range 41 East, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 11; thence N-89° 02' 05" - W, along the South line of said Section 11, a distance of 1759.85 feet; thence N-0° 06' 02" - W, parallel with and 880 feet East of, as measured at right angles to, the West line of Tracts 10 and 15, a distance of 53.01 feet to the Point of Beginning of this description; thence continuing N-0° 06' 02" - W, along the last described line, a distance of 2547.01 feet; thence N-89° 02' 02" - W parallel with and 40 feet South of, as measured at right angles to, the centerline of that 30-foot Road Right-of-Way between tracts 7 and 10 and Tracts 6 and 11, of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION, a distance of 1275.22 feet; thence S-0° 06' 02" - E parallel with and 395 feet West of, as measured at right angles to the East line of said Tracts 11 and 14, a distance of 2144.95 feet; thence S-89° 02' 05" - E, parallel with and 445 feet North of, as measured at right angles to, the South line of said Section 11, a distance of 740.13 feet; thence S-0° 06' 02" - E, parallel with and 345 feet East of, as measured at right angles to, the West line of said Tract 15, a distance of 402.07 feet; thence S-89° 02' 05" E, parallel with and 53 feet North of, as measured at right angles to, the South line of said Section 11, a distance of 535.09 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Containing 67.721 Acres, more or less.

EXHIBIT A
to ARTICLES OF INCORPORATION

E X H I B I T G

BY-LAWS OF

SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC.

BY-LAWS

of

SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit under
the laws of the State of Florida

1. Identity. These are the By-Laws of SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., herein called the Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on . The Association has been organized for the purpose of administering the operation and management of all condominiums to be established in accordance with the Condominium Act of the State of Florida, and pursuant to the development plans set forth in the various declarations of condominium upon the property described upon Exhibit A attached hereto and made a part hereof, which entire area comprises and shall hereinafter be referred to as "Shaker Village".

1.1 The office of the Association shall be at
5601 West Commercial Boulevard, Ft. Lauderdale, Florida
or at such other place or places as the board of directors may determine from time to time.

1.2 The fiscal year shall be the calendar year.

1.3 The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "corporation not for profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

2. Membership and Members' Meetings.

2.1 Qualification. The members of the Association shall consist of all of the record owners of apartments in the condominiums comprising Shaker Village and such membership shall become effective immediately upon a party becoming a record title owner of an apartment in the condominium.

2.2 Change of Membership. After receiving approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to an apartment of the condominium, and delivery to the Association of a certified copy of such instrument, the grantee in such instrument thereby immediately becoming a member of the Association in the place and stead of the prior owner. The membership of a prior owner shall thereby be terminated.

2.3 The annual member's meeting shall be held at the office of the corporation at 7:30 p.m. Eastern Standard Time, on the third Friday in February of each year for the purpose of electing directors and transacting any other business; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by Developer is less than six months after

the first election of directors by the membership of the Association, the first annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

2.4 Special members' meetings shall be held at the office of the corporation whenever called by the President or Vice-President or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of meeting.

2.5 Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than 10 days, nor more than 60 days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

2.6 A quorum at members' meetings shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-laws.

2.7 Voting.

1. In any meeting of members the owners of apartments shall be entitled to cast one vote for each apartment so owned.

2. If an apartment is owned by one person his right to vote shall be established by the roster of unit owners kept by the Secretary of the Association. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment according to the roster of unit owners and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the president or vice-president and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of

the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.8 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting, or any adjournment thereof.

2.9 Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.10 At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.

2.11 The order of business at annual members' meetings, shall be:

1. Determination of chairman of the meeting.
2. Calling of the roll and certifying of proxies
3. Proof of notice of meeting or waiver of notice
4. Reading and disposal of any unapproved minutes
5. Reports of officers
6. Reports of committees
7. Election of inspectors of election
8. Election of directors
9. Unfinished business
10. New business
11. Adjournment

2.12 Proviso. Provided, however, that until the Developer of the condominiums has completed all of the contemplated improvements and closed sales of all of the apartments of the condominium, or until Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless expressly approved in writing by the board of directors.

3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a board of a number of directors to be determined as follows:

1. Three (3) directors initially which number shall remain the same until the Developer relinquishes control as hereinafter provided for and the first election for members of the board is held.
2. Five (5) directors to be elected at the first election of directors.

3. The number of directors shall remain at five (5) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the board of directors.

3.2 Election of directors shall be conducted in the following manner:

1. Election of directors shall be held at the annual members' meeting.

2. A nominating committee of five (5) members shall be appointed by the board of directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving or to serve as may be adjusted by a vote of the membership as hereinabove provided for. Other nominations may be made from the floor.

3. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

5. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

6. Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the apartments in the condominiums, or until the Developer elects to terminate its control of the Association whichever shall first occur, the first directors, of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies. If there are no remaining directors, the vacancies shall be filled by the Developer.

3.3 The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly-elected board of directors shall be held within ten (10) days after their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the board of directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting.

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except where approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-laws.

3.9 Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

3.11 The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12 The order of business at directors' meetings shall be:

1. Calling of roll
2. Proof of due notice of meeting
3. Reading and disposal of any unapproved minutes
4. Reports of officers and committees
5. Election of officers
6. Unfinished business
7. New business
8. Adjournment

3.13 Directors' fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors.

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-laws shall be exercised exclusively by the board of directors, its agents, contractors

or employees, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the directors shall include, but shall not be limited to the following, subject, however, to the provisions of the Declarations of Condominium, the Articles of Incorporation and these By-laws:

1. To purchase insurance upon the condominium properties and insurance for the protection of the Association and its members.
2. To contract for management of the Condominiums and to delegate to the contractor all power and duties of the Association except such as are specifically required by the Declarations of Condominium or these By-laws to have approval by the board of directors or the members of the Association.
3. To acquire and enter into agreement whereby it acquires leaseholds, memberships and other possessory or use interests in lands, or facilities whether or not contiguous to the lands of the condominiums intended to provide for the enjoyment, recreation or other use and benefit of the apartment owners, and to declare expenses in connection therewith to be common expenses.
4. To pay all costs of power, gas, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate private apartments.
5. To enforce by legal means, the provisions of the Articles of Incorporation and By-laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the condominium properties.
6. To approve or disapprove proposed purchasers and lessees of apartments in the manner specified in the Declaration of Condominium.

4.2 The Board of Directors shall adopt such rules and regulations relative to the condominium as they shall deem necessary and proper from time to time; provided, however, that the Developer reserves the right to establish such rules and regulations until such time as the Developer terminates its control of the Association.

4.3 The undertakings, leases and contracts authorized by the initial board shall be binding upon the Association in the same manner and with the same effect as though such undertakings, leases and contracts had been authorized by the first board of directors, duly elected by the membership after the Developer has relinquished control of the Association, notwithstanding the fact that members of the initial board of directors may be directors or officers of, or otherwise associated with the Developer, or the lessor of the recreational facilities, or other entities doing business with the Association.

5. Officers.

5.1 The executive officers of the corporation shall be a President, who shall be a director; a Vice-President, who shall be a director; a Treasurer; a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting by concurrence of a majority of all of the directors. Any person may hold two or more offices except that the President shall

not also be the Secretary or an Assistant Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Vice-President shall in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by the members shall not preclude the board of directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include but not be limited to the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expenses, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

5. The board of directors, upon a two-thirds vote of its membership shall have the authority, during a budget year, to transfer funds which, in its discretion, it deems unnecessary to hold for the purposes of a particular account, to and for the use of another purpose in another account.

6.2 Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for accounts and reserves including but not limited to the following, according to good accounting practices:

1. Current expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or to fund reserves.

2. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

3. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed \$5,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$2,000.00 shall be expended for a single item or purpose unless such betterment has been approved by the members of the Association in the manner required by the Declaration of Condominium.

5. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast no less than seventy-five (75%) percent of the votes of the entire membership of the Association.

6. It is further provided, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all apartments of the condominium, or until Developer elects to terminate its control of the condominium, whichever shall first occur, Developer and the apartments owned by it shall not be subject to assessment as provided for in the declarations of condominium, but instead shall be assessed and pay to the Association in lieu thereof a sum equal to the actual amount of the actual operating expenditures for each calendar year, less an amount equal to the total assessments made by the Association against owners of apartments other than Developer. The initial obligation, of the apartment owners other than Developer, until modified by action of the Association shall be stated in their purchase agreements.

7. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1, preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget, and assessments levied pursuant thereto; and nothing herein contained shall be construed as restricting the right of the board of directors, at any time in its sole discretion, to levy an additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.3 Assessments for Common Expenses. Assessments against the apartment owners for their share of the common expenses shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly installments, on the first day of January and on the first day of each month thereafter of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the board of directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal monthly installments for the full months remaining in the assessment year.

6.4 Assessments for charges. Charges or special assessments by the Association, should such be required by the board of directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the board of directors.

6.5 Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days notice to the apartment owners concerned and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.

6.7 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.8 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.9 Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as a common expense.

6.10 The termination of membership in the condominium shall not relieve or release any such former owner or a member from a liability or obligation incurred under or in any way connected with the condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

7. Rules and Regulations.

7.1 As to common elements. The board of directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the unit owners. The board of directors shall, from time to time, post in a conspicuous place on the condominium properties, a copy of the rules and regulations adopted from time to time by the board of directors. The initial rules and regulations shall be as set forth upon Exhibit B attached hereto and made a part hereof.

7.2 As to Condominium Units. The board of directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit (s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the condominium property.

8. Registers.

8.1 The Secretary of the Association shall maintain a register in the corporation office showing the names and addresses of members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and ownership as otherwise provided. The Association, for purposes of notification, shall have the right to rely upon the last given address of each of the members.

8.2 Any application for the transfer of a membership or for a conveyance of interest in a condominium parcel or a lease of condominium parcel shall be accompanied by an application fee in the amount of Thirty-Five (\$35.00) Dollars to cover the

cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred by the board of directors. The board of directors shall have the right to increase or decrease the application fee.

8.3 The Association shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to notify the Association in writing of the pledge or mortgage. In the event notice of default is given any member, under an application provision of the By-laws, the Articles of Incorporation, or the Declarations, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

9. Amendments. These By-laws may be amended in the following manner:

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by either:

1. Not less than seventy-five (75%) percent of the entire membership of the board of directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

2. By not less than eighty (80%) percent of the votes of the entire membership of the Association; or

3. By all of the directors, until the first election of directors.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner or against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declarations of Condominium.

9.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Broward County, Florida.

9.5 Developer. Notwithstanding the foregoing provisions of this Article, no amendment to these By-laws may be adopted or become effective prior to the relinquishment of control of the Association by the Developer without the prior written consent of the Developer.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declarations of Condominium, Articles of Incorporation or these By-laws.

11. It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate and distinct basis by forwarding a separate tax bill to each individual condominium parcel owner for his separate unit. In the event the taxing authorities do not tax individually upon each unit and one tax bill is levied, then and in such event, the condominium upon which such tax bill is levied shall divide the tax bill as a common expense for said condominium and same shall be paid by the individual condominium parcel owner of the condominium in percentage to his ownership in the common elements as stated in the subject Declaration of Condominium.

11.1 Whenever the masculine singular form of the person is used in these By-laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

11.2 Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of the instrument shall, nevertheless, be and remain in full force and effect.

11.3 If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-laws and the Declarations of Condominium, the provisions of the Declaration shall prevail.

11.4 Corporation and Association are used synonymously, and apartment and unit are used synonymously herein.

The foregoing was adopted as the By-laws of SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 19____.

Approved:

Secretary

(corporate seal)

President

DESCRIPTION:

A portion of Tracts 10, 11, 14 and 15, of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 11, Township 49 South, Range 41 East, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 11; thence N-89° 02' 05" - W, along the South line of said Section 11, a distance of 1759.85 feet; thence N-0° 06' 02" - W, parallel with and 880 feet East of, as measured at right angles to, the West line of Tracts 10 and 15, a distance of 53.01 feet to the Point of Beginning of this description; thence continuing N-0° 06' 02" - W, along the last described line, a distance of 2547.01 feet; thence N-89° 02' 02" - W parallel with and 40 feet South of, as measured at right angles to, the centerline of that 30-foot Road Right-of-Way between tracts 7 and 10 and Tracts 6 and 11, of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION, a distance of 1275.22 feet; thence S-0° 06' 02" - E parallel with and 395 feet West of, as measured at right angles to the East line of said Tracts 11 and 14, a distance of 2144.95 feet; thence S-89° 02' 05" - E, parallel with and 445 feet North of, as measured at right angles to, the South line of said Section 11, a distance of 740.13 feet; thence S-0° 06' 02" - E, parallel with and 345 feet East of, as measured at right angles to, the West line of said Tract 15, a distance of 402.07 feet; thence S-89° 02' 05" E, parallel with and 53 feet North of, as measured at right angles to, the South line of said Section 11, a distance of 535.09 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Containing 67.721 Acres, more or less.

EXHIBIT A
to BY-LAWS

REF 5224
PAGE 216

INITIAL
RULES AND REGULATIONS
CONCERNING COMMON ELEMENTS AND CONDOMINIUM UNITS
OF
SHAKER VILLAGE CONDOMINIUM, PHASE I
SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC.

EXHIBIT B

To By-Laws

OFF 5224
PAGE 217

INITIAL
RULES AND REGULATIONS
CONCERNING COMMON ELEMENTS AND CONDOMINIUM UNITS
OF
SHAKER VILLAGE CONDOMINIUM
SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC.

THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM IN GENERAL SHALL BE DEEMED IN EFFECT UNTIL AMENDED BY THE BOARD OF DIRECTORS OF THE CONDOMINIUM ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES, OBEY SAID RULES AND REGULATIONS AND SHALL USE THEIR BEST EFFORTS TO SEE THAT THEY ARE FAITHFULLY OBSERVED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE CONDOMINIUM ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE CONDOMINIUM ASSOCIATION, THE BY LAWS OF THE CONDOMINIUM ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE CONDOMINIUM ASSOCIATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT OR AMEND PREVIOUSLY ADOPTED RULES AND REGULATIONS GOVERNING THE DETAILS OF THE OPERATION, USE, MAINTENANCE, MANAGEMENT AND CONTROL OF THE COMMON ELEMENTS OF THE CONDOMINIUM AND ANY FACILITIES OR SERVICES MADE AVAILABLE TO THE UNIT OWNERS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS AND/OR ANY AMENDMENTS OR ADDITIONS TO THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE REVOKABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.
THE INITIAL RULES AND REGULATIONS ARE AS FOLLOWS:

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No unit owner shall make, cause to be made or allow to be made any alteration and/or structural modification to his condominium living unit or to the common elements without the prior written consent of the Board of Directors and where applicable any mortgagee and/or the lessor of the recreational and community facilities.
2. ANTENNA AND WIRING: No radio, television, or air conditioning installation or other wiring shall be made without the written consent of the Board of Directors. Any aerial or antenna erected or installed on the roof or exterior walls of the building without the consent of the Board of Directors, in writing, is liable to removal, without notice, and at the cost of the unit owner for whose benefit the installation was made.
3. APARTMENT USE: Apartments shall not be used for commercial or professional purposes and shall only be used as single family residences.
4. BALCONIES AND TERRACES: No bathing suits, towels, or clothing shall be hung from the balconies, or terraces. No mops shall be shaken from the balconies or windows. No loose articles shall be left on balconies during the hurricane season.

5. BARBECUES AND OUTDOOR COOKING: No barbecues and/or outdoor cooking shall be permitted on balconies or terraces nor on any other portion of the condominium property except in those areas that may from time to time be designated for such purposes by the Board of Directors. So long as the privilege is not abused and is not offensive to other unit owners, a unit owner may use a barbecue on the lawn area immediately contiguous to his townhouse unit. However, after each and every use the barbecue facilities shall be removed from the lawn area.
6. BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No unit owner or member of his family or guest shall give orders or instructions to building employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.
7. CHILDREN: Each unit owner shall be solely responsible for the actions and any damage caused by his children or his visiting children. Children are not permitted to play in public areas unless same are designated for recreational purposes. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational and community facilities. Children under 9 years of age shall not be allowed in the childrens' playground areas or other portions of the recreational and community facilities (except the pool area) unless accompanied by an adult at all times. Children under 12 years of age shall not be allowed in the pool area unless accompanied by an adult at all times.
8. CLEANLINESS: Each unit owner shall be responsible to keep his living unit in a good state of preservation and cleanliness. Owners shall not allow anything whatsoever to be thrown or fall from the windows, doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the balconies or windows.
9. COMPLAINTS: All complaints of unit owners shall be made in writing and delivered to the person designated for such purpose by the Board of Directors or to a member of the Board of Directors.
10. CONDUCT: No person in a living unit or in the common areas of the condominium shall engage in loud and boisterous or other disorderly, profane, indecent, immoral or unlawful conduct.
11. DAMAGED COMMON ELEMENTS: Damage to common elements, including but not limited to the condominium buildings, landscaped areas and the recreational and community facilities, caused by any unit owner or his guests or invitees shall be the sole responsibility of such unit owner.
12. DELIVERIES: The association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.
13. EXTERIOR APPEARANCE: No improvement may be constructed upon any part of the exterior of any of the condominium buildings or the condominium lands without the prior written consent of the Board of Directors. The exterior of the living units, including but not limited to balconies and terraces, shall not be painted, decorated or otherwise modified in any manner without the prior written consent of the Board of Directors, and such consent may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors.
14. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance, shall be kept in any living unit, storage area or common element area, except such as required for normal household use.

15. GUEST OCCUPANCY: Any and all guests of unit owners shall be required to comply with all of the rules and regulations of the condominium and rights and obligations created by the Declaration of Condominium and its exhibits. The Board of Directors reserves the right to limit the number of guests a unit owner may have, limit the number of guests that may use the recreational and community facilities and, in addition, reserves the right to expel guests that fail to comply with applicable requirements.

16. GUNS: No guns shall be permitted to be discharged any place upon the condominium properties including the common areas and living units, except as might be permitted in the event of an emergency under the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, B B guns and sling shots.

17. FOOD AND BEVERAGES: Food and beverages shall only be consumed within living units and in those portions of the recreational and community facilities designated for such purposes.

18. HURRICANE PREPARATIONS: Each unit owner who plans to be absent from his living unit during the hurricane season, must prepare his living unit prior to his departure by:

A. Installing hurricane shutters where applicable.

B. Removing all furniture, plants and other objects from his balcony.

C. Designating a responsible firm or individual to care for his living unit should the living unit suffer hurricane damage, and furnish the Board of Directors, or the person designated by the Board of Directors for such purpose, with the name of said firm or individual.

D. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements resulting from such failure.

19. INSURANCE RATES: No unit owner shall permit or suffer anything to be done or kept in his living unit which will increase the rate of insurance on the condominium property.

20. MOTORCYCLES: Motorcycles will not be parked or placed in any area other than in designated motor vehicle parking spaces. No motorcycles will be driven upon common areas other than roadways and parking areas. All motorcycles will be equipped with appropriate noise muffling equipment, and the Board of Directors shall be authorized to bar from the condominium properties any motorcycle or other motor vehicle that causes an abuse of normal noise levels. No motorcycles shall be permitted to be parked in the parking spaces or parking areas or any other portions of the common elements over night. Any damage done to the common elements, including but not limited to the pavement, as a result of motorcycle kick-stands or other use of motorcycles shall be the sole responsibility of the owner of the motorcycle causing such damage.

21. NUISANCES: No unit owner shall make or permit any disturbing noises any place upon the condominium properties by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play upon, or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio, sound amplifier or other sound equipment, in such manner that same would disturb or annoy other occupants of the condominium. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time, except as same might be considered to be an activity sanctioned by the Board of Directors, which activity shall take place in the recreational and community facilities.

22. PARKING: Parking areas upon the condominium property shall be used only by condominium unit owners, their guests and invitees. Parking areas shall only be used to park private passenger motor vehicles. Unit owners

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shall only park their motor vehicles within those parking spaces that have been assigned to them. No unit owner shall park any additional vehicles in those spaces designated for guest parking. No motor vehicle which cannot operate on its own power shall remain on the condominium property for more than 24 hours, and no repair of any motor vehicle shall be made on the condominium property. No trucks, mobile homes, trailers, campers, boats or other vehicles or equipment, other than private passenger vehicles shall be parked or left standing upon the condominium property, except for purposes of loading and unloading. No motor vehicles shall be parked other than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the owner of the condominium unit doing or permitting such act, and/or the owner of the vehicle. The association may, on a first-come-first-served basis assign to a unit owner an additional parking space over and above the initial two parking spaces assigned for the use by said unit owner, in the event the unit owner shall have more than two vehicles.

23. PASSAGEWAYS: Sidewalks, entrance ways, passageways, vestibules, and all other portions of the common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

24. PERSONAL INSURANCES: Although the insurance coverage afforded through the association in addition to other coverage, provides hazard insurance for the individual living units, such insurance does not include coverage of personal property and liability coverage for the individual unit owners. Therefore, it is recommended that such coverage be obtained by each of the individual condominium unit owners should they be desirous of having such coverage.

25. PERSONAL PROPERTY: The personal property of a unit owner shall be stored within his condominium living unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.

26. PETS: No bird or animal shall be kept or harbored in the condominium or any of the condominium units unless the same, in each instance, be expressly permitted in writing by the Board of Directors of the association, which permission may be conditioned upon such terms as the Board of Directors in its sole discretion deemed to be in the best interest of the condominium as a whole. Such permission in one instance shall not be deemed to constitute a blanket permission, or permission in any other instance, and any such permission may be revoked, rescinded and/or modified at any time by the Board of Directors. After permission has been granted the presence of any pet shall be subject to any rules and regulations promulgated from time to time by the Board of Directors, and at least those conditions as follows:

A. No pets may be kept, bred or maintained for any commercial purpose.

B. No animals other than domestic animals shall at any time be permitted upon the condominium property.

C. In no event shall any pet be permitted in or upon any of the public portions of the condominium property unless carried or leashed and then only in those areas as may from time to time be designated by the Board of Directors.

D. In no event shall any pet be permitted upon or within the recreational facilities, including but not limited to the recreational buildings and the pool area.

E. All pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other condominium units.

F. Once an original pet which has been granted permission to remain upon the condominium properties, has been permanently removed from the premises or has died, no replacement of said pet shall be made without the prior written permission of the Board of Directors.

G. If a dog or other animal becomes obnoxious to other owners by barking or otherwise, and/or in the event that any pet becomes a nuisance, the owner thereof must cause the problem to be corrected, or if it is not corrected, the owner, upon written notice by the Board of Directors shall be required to remove the pet from the condominium property. If the owner fails to remove the pet from the condominium property, the Board of Directors shall be entitled to take such action as may be necessary to secure the removal of said pet from the condominium property, including but not limited to securing an injunction requiring removal of said pet, and the owner of said pet shall in such cases be responsible for court cost and attorneys' fees and such other expenses as may be incurred by the association in order to enforce these provisions concerning pets.

H. The owner of any pet shall indemnify the association and each of the other condominium unit owners, and hold same harmless against any loss and liability of any kind or character whatsoever arising from or growing out of owning and/or keeping any animal upon the condominium property.

27. PLUMBING AND ELECTRICAL: Water closets and other plumbing shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the individual unit owner.

28. PLANTINGS: No plantings of whatsoever nature shall be made by any unit owner upon any public areas, and/or other portions of the common elements, without the prior written approval of the Board of Directors.

29. RECREATIONAL FACILITIES: The use of the recreational facilities is limited solely to the members of the association and their invited guests. Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the association or its members. The use of the recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of said facilities by all of the members of the association. Amended and/or additional rules and regulations shall be posted in a conspicuous place, in or upon the recreational facilities, and it shall be the responsibility of the individual unit owners to apprise themselves of same. Private use of the recreational facilities must be arranged through, and only after permission has been granted by the Board of Directors. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused.

30. REPAIRS: All repairs, renovations, painting or other maintenance required or permitted to be done by the unit owner shall be accomplished, done or performed only by personnel or firms approved by the Board of Directors.

31. RIGHT TO ENTER IN EMERGENCIES: In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate. In order to facilitate entry in the event of any emergency, the owner of each dwelling unit is required to deposit under the control of the Board of Directors, a key to such dwelling. No owner shall alter any lock or install a new lock on any door leading into the living unit of such owner without the prior consent of the Board of Directors. If such consent is given, the owner shall provide the Board of Directors with a key for their use.

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32. ROOF: No person shall be permitted upon the roof of any condominium building without the prior consent of the Board of Directors.

33. SOLICITATIONS: There shall be no solicitation permitted by any persons, anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

34. SERVANTS: Servants and domestic help of the unit owners may not gather, loiter or lounge within or upon the recreational facilities or public areas of the condominium.

35. SERVICE PEOPLE: No unit owner shall permit any service people whether for purposes of maintenance, repair, replacement or improvement to work in living unit, except in cases of emergencies, before 8:00 A.M. or after 9:00 P.M..

36. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of the living unit, or upon any portion or part of the recreational and community facilities or common elements without the prior written consent of the Board of Directors.

37. STORAGE AREAS: No unit owner shall cause any items to be stored other than in that area designated for such purpose as specifically assigned to that unit owner. Each unit owner shall be responsible to keep his storage area clean and free of debris.

38. TRASH AND GARBAGE: All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped and placed only in those containers and areas designated for such purpose.

39. VEHICULAR AND PEDESTRIAN TRAFFIC: All vehicular and pedestrian traffic being in and/or operating upon the condominium property, shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 15 m.p.h..

40. WHEEL VEHICLES: No unit owner shall permit wheel vehicles, including but not limited to bicycles, carriages and shopping carts to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property. No bicycles shall be permitted to be ridden within or upon the recreational and community facilities, except in those areas, if any, designated for such purposes.

41. WINDOW, DOOR AND BALCONY TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings without the prior written consent of the Board of Directors. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches or patios except with the prior written consent of the Board of Directors. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a living unit, if affixed to the exterior of a unit, without the prior written consent of the Board of Directors. No clothes line or similar device shall be permitted on any portion of the condominium property, nor shall clothes be hung anywhere except in such areas, if any, as are designated from time to time by the Board of Directors.

EXHIBIT H

RECREATION AND COMMUNITY FACILITY LEASE

011 5224 011 5224

EXHIBIT B

Plaintiff's Deeds Proving Ownership and Their Right to Vote

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Prepared by, record and return to:

Samuel Landol, Esq.
Katzman Garfinkel
1501 NW 49 Street, Suite 202
Ft. Lauderdale, FL 33309

Parcel No. 4941 11 AD 1790

QUIT CLAIM DEED

This Quit Claim Deed is made this 20 day of October, 2008, between **Shaker Village Condominium Association, Inc., a Florida not-for-profit corporation**, whose post office box address is c/o Monica Perez, Community Association Manager, Phoenix Management Services, Inc., 4800 North State Road 7, Suite F105, Lauderdale Lakes, Florida 33319, of the County of Broward, State of Florida ("Grantor"), and **Tonya Nesbitt** whose post office address is 46 Spinning Wheel Lane, Tamarac, Florida 33319, of the County of Broward, State of Florida ("Grantee").

Witnesseth that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and quit-claimed to said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida, to wit:

Townhouse Unit No. 46 in Building 33 of Shaker Village Condominium, Phase I, according to the Declaration thereof, recorded in O.R. Book 5224, Page 154, of the Public Records of Broward County, Florida.

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

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

Signed, sealed and delivered
in the presence of:

**Shaker Village Condominium Association,
Inc., a Florida not-for-profit corporation**

[Signature]
Witness Printed Name: DAWIN SMITH

By: [Signature]
Name: BERNICE KLAYMAN
Title: PRESIDENT

[Signature]
Witness Printed Name: Collette Jones

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of October 2008,
by Bernice Klayman as President of
Shaker Village Condominium Association, Inc., a Florida not-for-profit corporation, who is
personally known to me or has produced _____ as identification.



[Notarial Seal]

[Signature]

Notary Public State of Florida at Large

Notary Printed Name: Monica Perez

My Commission Expires: 4/24/11

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EXHIBIT C

Commercial Contract, Amendment, and Resolution

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CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023 - 083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF TAMARAC AND SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., IN THE AMOUNT OF ONE MILLION NINE HUNDRED FORTY THOUSAND DOLLARS (\$1,940,000.00) IN SUBSTANTIALLY THE SAME FORM AS EXHIBIT "1" ATTACHED HERETO; TO ACQUIRE THE OLD SHAKER VILLAGE CLUBHOUSE PROPERTY LOCATED ON CANTERBURY LANE, PROPERTY ID # 4941 11 01 0170, AS MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED IN EXHIBIT "A", PURSUANT TO SECTION 2-316 OF THE CITY OF TAMARAC CODE OF ORDINANCES; DIRECTING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE A SHARED USE AGREEMENT SUBJECT TO THE APPROVAL OF THE CITY COMMISSION WITH SHAKER VILLAGE CONDOMINIUM ASSOCIATION FOR THE USE OF A PROPOSED CITY COMMUNITY CENTER TO REPLACE THE OLD SHAKER VILLAGE CLUBHOUSE; AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE THE PURCHASE; AUTHORIZING THE APPROPRIATION OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and propriety powers to enable them to conduct municipal government, perform municipal functions, and render municipal service,

and exercise any power for municipal purposes; except when expressly prohibited by law; and

WHEREAS, Article IV, Section 4.07 of the City Charter of the City of Tamarac (“City”) empowers the City to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the City; and

WHEREAS, Section 2-316 – “Power of city to acquire property”, of the City of Tamarac Code of Ordinances authorizes the City to purchase property to be used for public parks, parking or municipal purposes; and

WHEREAS, the 2021 adopted Tamarac Parks East Side Feasibility Study identifies the Shaker Village Clubhouse Property as a viable option to facilitate the expansion of the City’s Park facilities; and

WHEREAS, the City has expressed a strong desire at numerous public meetings to purchase the dilapidated Old Shaker Village Clubhouse (“Property”) for the purpose of building a community center for the enjoyment of residents in the surrounding area of Shaker Village Condominium; and

WHEREAS, at a City Commission Workshop held on January 10, 2022, the City Commission expressed a consensus to move forward with the purchase of the Property; and

WHEREAS, at a City Commission Meeting held on June 22, 2022, the City Commission was provided with a status report regarding the attempts made to purchase the Property; and

WHEREAS, at a budget hearing, the City Commission approved the City Manager's recommendation to include the acquisition of the Property as a line item in the City's fiscal year 2022-23 Capital Budget; and

WHEREAS, at a City Commission Meeting held on September 22, 2022, the City Commission reaffirmed its strong support to acquire the Property for the construction of a new community center to provide a gathering place for residents in the surrounding area of Shaker Village; and

WHEREAS, City wishes to purchase the Property and Staff has reviewed the location, zoning, and potential use of the Property and determined that purchasing the Property will further a public purpose and accomplish a goal outlined in the *Tamarac Parks East Side Feasibility Study* by providing a much-needed community center to an underserved area in the City; and

WHEREAS, City staff recommends to the City Commission that the City purchase the Property for One Million Nine Hundred Forty Thousand Dollars (\$1,940,000.00) for the purpose of constructing a new community center in the Shaker Village area; and

WHEREAS, funding is available in the amount of Nine Hundred Thousand (\$900,000.00) Dollars in the FY2023 Capital Improvement Project (CIP) budget; and

WHEREAS, an additional appropriate of One Million and Forty Thousand (\$1,040,000.00) will be required and will be included in a future budget amendment pursuant to Section F.S. 166.241(7); and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interests of the residents of the City of Tamarac to authorize the City Manager and City Attorney to take any and all actions necessary to effectuate the purchase of the Property located on Canterbury Lane, Property ID# 4941 11 01 0170, Tamarac, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission hereby approves the Purchase and Sale Agreement and associated Addendum to acquire the Old Shaker Village Clubhouse for One Million Nine Hundred Forty Thousand Dollars (\$1,940,000.00) in substantially the same form as Exhibit "1" and Exhibit "2", attached hereto.

SECTION 3: The City Commission hereby authorizes the appropriation of One Million and Forty Thousand (\$1,040,000.00) Dollars to be included in a future budget amendment pursuant to Section F.S. 166.241(7)).

SECTION 4: The City Commission hereby directs the City Manager and City Attorney to negotiate a Shared Use Agreement regarding the use of a proposed new community center to be constructed by the City to replace the Old

Shaker Village Clubhouse, and such Agreement is subject to approval of the City Commission.

SECTION 5: The City Manager and City Attorney are authorized to take any and all actions necessary to effectuate the acquisition of the Property, including but not limited to initiating legal actions to remove any title encumbrances.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED, ADOPTED AND APPROVED this 12th day of July,
2023.

Michelle J. Gomez
MICHELLE J. GOMEZ
MAYOR

ATTEST:

Kimberly Dillon
KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	<u>NO</u>
DIST 1: V/M BOLTON	<u>YES</u>
DIST 2: COMM. WRIGHT JR	<u>YES</u>
DIST 3: COMM. VILLALOBOS	<u>NO</u>
DIST 4: COMM. DANIEL	<u>YES</u>

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF TAMARAC ONLY.

Pamela H. Ottinot
HANS OTTINOT
CITY ATTORNEY

Jennifer Levin, P.A.

19380 Collins Avenue, Suite 1120
Sunny Isles Beach, Florida 33160
305-785-4323

Commercial Contract

1 **1. PARTIES AND PROPERTY:** CITY OF TAMARAC, a Florida municipal corporation ("Buyer")
2 agrees to buy and SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Seller")
3 agrees to sell the property at:

4 Street Address: Canterbury Lane; Property ID Number 494111-01-1170

6 Legal Description: See Exhibit "A" attached hereto and made a part hereof

8 and the following Personal Property: NONE

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 1,940,000.00

12 (a) Deposit held in escrow by: Jennifer Levin, P.A., 19380 Collins Avenue \$
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: Suite 1120, Sunny Isles Beach FL 33160 Phone: 305-785-4323

15 (b) ~~Additional~~ deposit to be made to Escrow Agent
16 within ___ days (3 days, if left blank) after completion of Due Diligence Period or
17 within 3 days after Effective Date \$ 50,000.00

18 (c) Additional deposit to be made to Escrow Agent
19 within 3 days (3 days, if left blank) after completion of Due Diligence Period or
20 within ___ days after Effective Date \$ 50,000.00

21 (d) Total financing (see Paragraph 5) \$ _____

22 (e) Other \$ _____

23 (f) All deposits will be credited to the purchase price at closing.
24 Balance to close, subject to adjustments and proration, to be paid
25 via wire transfer. \$ 1,840,000.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before July 31, 2023, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is ~~the date on which the~~
32 ~~last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or~~
33 set forth in the Addendum. Calendar days will be used when computing time periods, except time periods of 5
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
36 business day. Time is of the essence in this Contract.

37 **4. CLOSING DATE AND LOCATION:**

38 (a) **Closing Date:** This transaction will be closed on 30 days from expiration of Due Diligence Period (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer ([Signature]) and Seller ([Signature]) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

41 on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after
42 the insurance underwriting suspension is lifted.

43 (b) Location: Closing will take place in _____ County, Florida. (If left blank, closing will take place in the
44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**

46 ~~BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, Buyer will apply for third
47 party financing in an amount not to exceed _____% of the purchase price or \$ _____, with a fixed
48 interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or
49 commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized
50 over _____ years, with additional terms as follows:~~

51 _____
52 ~~Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
53 lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left
54 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
55 the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage
56 broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon
57 obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable
58 diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left blank)
59 deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
60 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter.
61 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
62 those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer
63 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
64 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or
65 before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both
66 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
67 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use
68 good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction
69 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms
70 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-
71 approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.~~

72 **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty
73 deed special warranty deed other _____, free of liens, easements and
74 encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
76 matters to which title will be subject) 1/358 interest in deed given by the Association to Horace H. Bente and Kathryn B. Bente, his wife,

Buyer shall pay

77 recorded December 9, 1980 in O.R. Book 9290, Page 332, Public Records of Broward County, as subsequently conveyed
78 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
79 Property ~~as~~ for public purposes

80 (a) Evidence of Title: ~~The party who pays~~ the premium for the title insurance policy will select the closing agent
81 and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and
82 within _____ days after Effective Date or at least _____ days before Closing Date deliver to Buyer (check one)
83 (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
84 Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase
85 price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and
86 Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. (ii.) an
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
88 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
90 exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

page

Buyer (LS) and Seller (J.R.) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

NOTE: Revised by Addendum NOTE: Revised by Addendum.

91 ~~Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such~~
92 ~~an abstract or prior policy is not available to Seller then (i.) above will be the evidence of title.~~

93 (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller
94 of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2)
95 Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice
96 ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the
97 Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the
98 scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be
99 cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days
100 from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept
101 title subject to existing defects and close the transaction without reduction in purchase price.

102 (c) Survey: [check applicable provisions below]
103 (i.) Seller will, within 1 days from Effective Date, deliver to Buyer copies of prior surveys,
104 plans, specifications, and engineering documents, if any, and the following documents relevant to this
105 transaction:

106 _____
107 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
108 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
109 date this Contract is terminated.

110 Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine
111 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
112 encroachments on the Property or that the improvements encroach on the lands of another, Buyer will
113 accept the Property with existing encroachments such encroachments will constitute a title defect to be
114 cured within the Curative Period.

115 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

116 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition,
117 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller
118 makes no warranties other than marketability of title. In the event that the condition of the Property has materially
119 changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a
120 refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required
121 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ _____ (1.5% of
122 the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any
123 defects in the Property. (Check (a) or (b))

124 (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
125 condition.

126 (b) Due Diligence Period: Buyer will, at Buyer's expense and within 60 days from Effective Date ("Due
127 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the
128 term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which
129 Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural,
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,
132 state and regional growth management and comprehensive land use plans; availability of permits, government
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground
134 water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to
135 Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property
136 is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in
137 its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the
138 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable
139 notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter
140 the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from
141 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from
142 liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer
143 will not engage in any activity that could result in a mechanic's lien being filed against the Property without
144 Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

may

Buyer LS and Seller JR acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the
146 Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a
147 result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that
148 Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

149 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the
150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
151 to ensure that all Property is on the premises.

152 8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any
153 business conducted on the Property in the manner operated prior to Contract and will take no action that would
154 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting
155 vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with
156 Buyer's consent without Buyer's consent.

157 9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
158 the norms where the Property is located.

159 (a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at
160 closing. ~~Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,~~
161 ~~mailboxes, and security systems.~~

162 (b) Costs: Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
163 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
164 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
165 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

166 (c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
167 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
168 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
169 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
170 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
171 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if
172 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or
173 Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the
174 change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the
175 Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will
176 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the
177 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the
178 requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement,
179 mortgages and notes, security agreements, and financing statements.

180 (d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, ~~and~~
181 ~~payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance~~
182 premiums acceptable to Buyer, ~~and operating expenses~~ will be prorated through the day before closing. If the
183 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
184 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
185 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

186 (e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date
187 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
188 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
189 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
190 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
192 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
193 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
194 does not apply to condominium association special assessments.

195 (f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA,
196 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or
199 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the
200 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the
201 requirement.

202 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,
203 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the
204 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to
205 Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent
206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed
207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator
208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over
209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all
210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate
211 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items
212 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs
213 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs
214 in favor of the prevailing party.

215 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
216 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
217 complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after
218 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

219 **12. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable
220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,
221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.
222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual
223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the
224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will
225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this
226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than
227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other
228 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

229 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
230 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit
231 will be returned in accordance with applicable Florida Laws and regulations.

232 **14. DEFAULT:**

233 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make
234 the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby
235 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek
236 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the
237 brokerage fee.

238 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1)
239 retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the
240 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
241 specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1)
242 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without
243 waiving any remedy for Buyer's default.

244 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
245 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable
246 attorneys' fees, costs, and expenses.

247 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
248 electronic means. Parties agree to send all notices to addresses specified on ~~the signature page(s)~~. Any notice,
249 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
250 representing a party will be as effective as if given by or delivered to that party.

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 **17. DISCLOSURES:**

252 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
263 and radon testing may be obtained from your county public health unit.

264 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will
268 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to
269 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and
270 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim
271 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any
272 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of
273 the Buyer.

274 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
275 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
276 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
277 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
278 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate
279 with and assist Buyer in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is not
281 assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement
282 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This
283 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if
284 assignment is permitted).

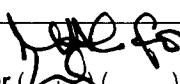

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a
293 licensed real estate Broker other than:

294 (a) **Seller's Broker:** NONE
295 _____
(Company Name) (Licensee)

296 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
297 Seller Buyer both parties pursuant to a listing agreement other (specify) _____
298 _____
299 _____

300 (b) **Buyer's Broker:** NONE
301 _____
(Company Name) (Licensee)

Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
303 Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)
304

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
310 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
314 this Contract):

- | | | |
|---|--|---|
| 315 <input type="checkbox"/> Arbitration | <input type="checkbox"/> Seller Warranty | <input type="checkbox"/> Existing Mortgage |
| 316 <input type="checkbox"/> Section 1031 Exchange | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval |
| 317 <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone | <input type="checkbox"/> Seller's Attorney Approval |
| 318 <input type="checkbox"/> Seller Representations | <input type="checkbox"/> Seller Financing | <input checked="" type="checkbox"/> Other <u>Addendum and Exhibit "A"</u> |

319 **23. ADDITIONAL TERMS:**

320 _____

321 _____

322 _____

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327 _____

328 _____

329 _____

330 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
331 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
332 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
333 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
334 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
335 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
336 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
337 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
338 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
339 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
340 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**
341 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

Buyer LS () and Seller JR () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

342 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
343 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
344 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
345 to do so.

346 **ATTENTION: SELLER AND BUYER**

347 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
348 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
349 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
350 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
351 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property
352 in violation of the Act.**

353 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
354 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

CITY OF TAMARAC, a Florida municipal corporation

355 *Hevent Sycough* 7/28/2023
(Signature of Buyer) Date

356 Hevent Sycough Tax ID No.: 59-1039552
(Typed or Printed Name of Buyer)

357 Title: City Manager / City of Tamarac Telephone: 954 597-3520

358 _____ Date: _____
(Signature of Buyer)

359 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

360 Title: _____ Telephone: _____

361 Buyer's Address for purpose of notice See Addendum

362 Facsimile: _____ Email: _____

363 *Jodi-Ann Reid* Date: _____
(Signature of Seller)

364 SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC. Tax ID No.: _____
(Typed or Printed Name of Seller)

365 Title: Jodi-Ann Reid President Telephone: _____

366 _____ Date: _____
(Signature of Seller)

367 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

368 Title: _____ Telephone: _____

369 Seller's Address for purpose of notice: See Addendum

370 Facsimile: _____ Email: _____

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Buyer *JAS* and Seller *JR* acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

19380 Collins Avenue, Suite 1120
Sunny Isles Beach, Florida 33160
305-785-4323

Addendum to Commercial Contract between
SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (SELLER)
and CITY OF TAMARAC, a Florida municipal corporation (BUYER)
concerning the sale and purchase of the Property described as:

See Exhibit "A" attached hereto and made a part hereof

The clauses below shall be incorporated into the Contract referenced above only if initialed by all parties

Buyer Initials Seller Initials

() -- (JR) OTHER TERMS AND CONDITIONS:

EXHIBIT "A"-LEGAL DESCRIPTION

A parcel of land in Section 11, Township 49 South, Range 41 East; said parcel including a portion of Tract 15 in said Section 11, according to the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4, Page 31, Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing on the South line of said Section 11, at an intersection with the Southerly projection of a line 880 feet East of, as measured at right angles, and parallel with the West line of said Tract 15; thence run North 0° 06' 02" West, (on an assumed bearing), 163.03 feet along said parallel line and its projection; thence run North 89° 02' 05" West 40.01 feet parallel with said South line of Section 11, to the Point of Beginning; thence continue North 89° 02' 05" West 360.61 feet along said parallel line, to a point of intersection with a curve running Northwesterly to the left, a radial at said point bearing South 86° 00' 40" West; thence run Northwesterly 159.31 feet along the arc of said curve to the left, having a radius of 921.83 feet, a central angle of 9° 54' 07" to an intersection with a line 455 feet East of, as measured at right angles and parallel to said West line of Tract 15; thence run North 0° 06' 02" West 135.28 feet along said parallel line; thence run South 89° 02' 05" East 385.06 feet parallel with said South line of said Section 11, to an intersection with a line 840 feet East of as measured at right angles, and parallel to said West line of Tract 15; thence run South 0° 06' 02" East 292.05 feet along said parallel line, to the Point of Beginning.

AKA: Recreation Parcel No. 1 Shaker Village Condominium Phase I.

Buyer (LS) and Seller (JR) acknowledge receipt of a copy of this page, which is page 1 of 1 Page.

ADDENDUM TO COMMERCIAL CONTRACT

THIS ADDENDUM TO VACANT LAND CONTRACT (this "Addendum") is made as of the ^{7/28/2023} day of 7/28/2023 2023, by and between **CITY OF TAMARAC, a Florida municipal corporation** ("Buyer") and **SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation** ("Seller"), Buyer and Seller hereinafter collectively, the "Parties". Buyer and Seller are simultaneously herewith executing a certain Commercial Contract ("Contract") for the real property located at Canterbury Lane, Tamarac, Florida, having property ID number 494111-01-1170 (the "Property").

Seller and Buyer have further agreed as follows:

1. Where the any provision of the Addendum conflicts with any provision of the Contract, the Addendum shall control. The Addendum, where referred to together with the Contract, herein, shall be referred to as (the "Agreement"). All capitalized terms used in this Addendum shall have the same meaning as set forth in the Contract unless otherwise provided.

2. Effective Date. Notwithstanding anything herein, the Contract, or any other document related to this transaction to the contrary, the "Effective Date" shall be the later of the dates upon which the execution and delivery of the Agreement shall be approved by Seller's Board of Directors or the date of execution of this Agreement by Buyer.

3. Title. Paragraph 6 of the Contract shall be amended as follows:

(a) Title Examination. Paragraph 6(b) of the Contract shall be amended to reflect that Buyer shall have until the expiration of the Due Diligence Period (the "Title Objection Period") to deliver written notice to Seller of title defects and/or title-related issues which Buyer, in its sole and absolute discretion, deems objectionable (the "Title Objections").

(b) Survey. Paragraph 6(c) of the Contract is amended to reflect that Buyer shall have the right to notify Seller in writing within the Title Objection Period of any objectional survey matters, in Buyer's sole and absolute discretion ("Survey Objections"), in which event the Survey Objections shall be treated in the same manner as the Title Objections and Seller's and Buyer's obligations will be determined in accordance with Paragraph 6(b) of the Contract as modified herein.

(c) The following terms shall supersede the conflicting portions of Paragraph 6 of the Contract:

(i) Buyer's Objection Notification Obligation. If Buyer fails to deliver Buyer's Title Objections or Survey Objections to Seller on or before the expiration of the Title Objection Period, Buyer shall be deemed to have accepted the condition of title to the Property, except for Mandatory Obligations as set forth hereinbelow.

Handwritten initials: LS, J.R., and other illegible marks.

(ii) Seller's Title Curative Obligation. If Buyer delivers the Title Objections and Survey Objections to Seller prior to the expiration of the Title Objection Period, Seller shall have five (5) days after receipt of the Title Notice to notify Buyer of either of the following: (a) that Seller will remove such objectionable exceptions from title on or before the Closing; or (b) that Seller elects not to cause such exceptions to be removed. If Seller elects (b), the Buyer shall have five (5) days from receipt of Seller's election to either (i) proceed with the purchase of the Property or (ii) terminate the Agreement. If Seller fails to notify Buyer within such five (5) day period, then Seller shall be deemed to have made an election under the foregoing clause (a). In the event Buyer elects to terminate the Agreement pursuant to this subsection, the Buyer's deposits shall be returned to Buyer forthwith without any further authorization from either party.

(iii) Mandatory Obligations. Notwithstanding the foregoing or any other provision of this Addendum or the Contract to the contrary, all (i) monetary obligations (including, without limitation, mechanics and materialmen's liens or claims thereof, any liens or encumbrances that secure obligations for borrowed money and any exceptions or encumbrances to title which can be cured by the payment of money, excluding however, the City of Tamarac matters and Broward County Matters defined at Section 3 herein), and (ii) real estate taxes due and owing at the time of the Closing (collectively, "Mandatory Obligations"), are all to be satisfied by Seller, at Seller's expense, prior to or contemporaneously with the Closing.

(iv) New Matters. If after the expiration of the Due Diligence Period, new matters of title or matters related to the survey arise which were not discovered during the Due Diligence Period, Buyer may object to such new matter by written notice to Seller within five (5) days after Buyer is first notified of such matter, and same shall be treated in the same manner as Mandatory Obligations.

(v) Permitted Exceptions and Endorsements. "Permitted Exceptions" means the following exceptions approved or deemed approved by Buyer pursuant to this Agreement: (a) real estate taxes not yet due and payable; and (b) the exceptions approved (or deemed approved) by Buyer pursuant to the terms of the terms above. For the avoidance of doubt, the general or standard exceptions in the Commitments will be removed upon issuance of the ALTA extended coverage title policy to be issued in this transaction and are not Permitted Exceptions.

4. Code Violations/Liens. The Property is subject to various "Common Area" liens, violations, citations, open or expired permits and other matters subject to the jurisdiction of the City of Tamarac (the "City of Tamarac Matters"). At closing, Buyer will accept title to the Property subject to the City of Tamarac Matters, without setoff or adjustment to the Purchase Price for all sums due and owing in connection with the same. In the event that there are any liens, violations, citations, open or expired permits against the Property subject to the jurisdiction of Broward County (the "Broward County Matters") shall be assumed by Buyer without setoff or adjustment to the Purchase Price for all sum due and owing in connection with the same.

Make for
LS
J.R.

5. Shared Use Agreement. As a condition precedent to closing, the Parties must enter into a Shared Use Agreement during the Due Diligence Period. The Shared Use Agreement shall be a covenant running with the land and recorded in the Public Records of Broward County, Florida. In the event the Shared Use Agreement is not approved by the Parties during the Due Diligence Period, this Agreement shall be automatically terminated and the parties relieved of all obligations hereunder. For purposes of Seller approval, the same must be undertaken at a duly called and properly noticed meeting of its Board of Directors.

6. Escrow Infrastructure Funds for Drainage Improvements. The Parties acknowledge that the Shaker Village Condominium property has on-going drainage problems that require immediate repairs. To ensure the completion of the Shaker Village Drainage Improvements, the sum of \$1,500,000.00 shall be retained in an escrow account ("Escrow Drainage Funds") from the sales proceeds of the Property for the sole purpose of completing the drainage improvements. The Escrow Drainage Funds shall be held in an interest bearing account for the benefit of Seller and released to Seller based on pay requests submitted by Seller's contractor and other professionals provided that the Seller obtains the necessary permit(s) for the Shaker Village Drainage Improvements. Seller shall use its best efforts to complete The Shaker Village Drainage Improvements within eighteen (18) months from the date of Closing. Seller shall retain an engineer within 30 days of Closing to be the engineer of record for the project and to assist with bidding and contract administration. In the event that Seller's engineer opines that additional time is necessary to complete the project, Seller shall notify Buyer on the revised estimated time for completion of the project. (the "Revised Time for Completion") and such time shall govern. However, the Revised Time for Completion shall not exceed 24 months from the date of Closing without the consent of the Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. During the Due Diligence Period, Seller and Buyer shall jointly draft an Escrow Agreement. Any modification of this provision requires the approval of the Buyer's City Commission or City Manager and Seller's Board. This provision shall survive Closing.

7. Blanket Public Ingress/Egress Agreement. The Seller shall grant to Buyer a non-exclusive perpetual blanket public ingress and egress easement via The Common to provide public ingress/egress over and across Seller's property for the Buyer to provide municipal, recreational and other public services at the Property. During the Due Diligence Period, the Parties shall jointly draft the non-exclusive blanket public ingress and egress easement agreement. The Perpetual Blanket Public Ingress and Egress Easement Agreement shall be executed prior to Closing. For purposes of Seller approval, the same must be undertaken at a duly called and properly noticed meeting of its Board of Directors.

8. Severability. In the event any term, covenant, condition, or provision of this Addendum or the Contract is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, or provision is invalid, void, or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, or provision of this Addendum or the Contract.

9. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered with a written receipt

Noted for J.R.

of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; (c) sent by certified or registered mail, return receipt requested; or (d) sent by confirmed electronic email delivery with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) through (c) simultaneously. All notices shall be deemed given when received or refused by the recipient, whichever occurs first; effective when actually delivered as documented in a delivery receipt; provided, however, that the email notices shall be deemed given on the date sent if forwarded prior to 5:00 p.m. on a Business Day (and otherwise shall be deemed to have been delivered on the next Business Day). Each party shall be entitled to change its address for notices from time to time by delivering to the other party notice thereof in the manner herein provided for the delivery of notices. All notices may be given by the attorney representing such party. All notices shall be sent to the addressee at its address set forth following its name below:

If to Buyer:

City of Tamarac
7525 N.W. 88th Avenue
Tamarac, Florida 33321
Email: Sucuoglu@tamarac.org

With a copy to:

Hans Ottinot, City Attorney
7525 N.W. 88th Avenue
Tamarac, Florida 33321
Email: hans@ottinotlawpa.com

Jennifer Levin, P.A.
19380 Collins avenue, Suite 1120
Suny Isles Beach, Florida 33160
Email: jenniferlevinesq@outlook.com

If to Seller:

Shaker Village Condominium Association, Inc.
c/o Renaissance Management Group, Inc
1773 N. State Road 7, Suite 200
Lauderhill, Florida 33313
Email: tsoman@rmgsouthflorida.com

With a copy to:

Handwritten signatures:
L.R. for
L.S.
J.R.

Jose L. Baloyra
Becker & Poliakoff
2525 Ponce de Leon Blvd., Suite 825
Coral Gables, Florida 33134
Email: jbaloyra@beckerlawyers.com

10. Counterparts. This Addendum may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when executed and delivered, which may be via facsimile, shall be an original, but all the counterparts shall together constitute one and the same instrument.

11. Subject to Board Approval. This Agreement is subject to the approval of Seller's Board of Directors. In the event the approval of the execution and delivery of this Agreement by Seller's Board of Directors is not obtained on or before July 31, 2023, the offer shall be deemed to be withdrawn as indicated in Section 3 of the Contract.

12. Subject to City Commission Approval. The Agreement is subject to approval of Buyer's City Commission. In the event this Agreement has not been executed by Buyer on or before July 31, 2023, the offer shall be deemed to be withdrawn as indicated in Section 3 of the Contract.

[EXECUTION PAGE FOLLOWS]


J.R.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

BUYER:

City of Tamarac, a Florida
municipal corporation

By: Hevent Sucoughly
Name: Hevent Sucoughly
Title: City Manager

SELLER:

Shaker Village Condominium
Association, Inc., a Florida not for
profit corporation

By: Jodi-Ann Reid
Name: Jodi-Ann Reid
Title: President

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT D

Legal Description of the Property

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

19380 Collins Avenue, Suite 1120
Sunny Isles Beach, Florida 33160
305-785-4323

Addendum to Commercial Contract between

SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation
and CITY OF TAMARAC, a Florida municipal corporation

(SELLER)
(BUYER)

concerning the sale and purchase of the Property described as:

See Exhibit "A" attached hereto and made a part hereof

The clauses below shall be incorporated into the Contract referenced above only if initialed by all parties

Buyer Initials Seller Initials

() () -- (JR) OTHER TERMS AND CONDITIONS:

EXHIBIT "A"-LEGAL DESCRIPTION

A parcel of land in Section 11, Township 49 South, Range 41 East; said parcel including a portion of Tract 15 in said Section 11, according to the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4, Page 31, Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing on the South line of said Section 11, at an intersection with the Southerly projection of a line 880 feet East of, as measured at right angles, and parallel with the West line of said Tract 15; thence run North 0° 06' 02" West, (on an assumed bearing), 163.03 feet along said parallel line and its projection; thence run North 89° 02' 05" West 40.01 feet parallel with said South line of Section 11, to the Point of Beginning; thence continue North 89° 02' 05" West 360.61 feet along said parallel line, to a point of intersection with a curve running Northwesterly to the left, a radial at said point bearing South 86° 00' 40" West; thence run Northwesterly 159.31 feet along the arc of said curve to the left, having a radius of 921.83 feet, a central angle of 9° 54' 07" to an intersection with a line 455 feet East of, as measured at right angles and parallel to said West line of Tract 15; thence run North 0° 06' 02" West 135.28 feet along said parallel line; thence run South 89° 02' 05" East 385.06 feet parallel with said South line of said Section 11, to an intersection with a line 840 feet East of as measured at right angles, and parallel to said West line of Tract 15; thence run South 0° 06' 02" East 292.05 feet along said parallel line, to the Point of Beginning.

AKA: Recreation Parcel No. 1 Shaker Village Condominium Phase I.

Buyer (LS) and Seller (JR) acknowledge receipt of a copy of this page, which is page 1 of 1 Page.

EXHIBIT E

Recreation and Community Facility Lease

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NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

RECREATION AND COMMUNITY FACILITY LEASE

THIS LEASE, made and entered into this 29 day of MARCH, 1973, by and between THOMAS R. MACCARI, joined by his wife, CAROL E. MACCARI and RUDOLPH R. MACCARI, joined by his wife, NORA B. MACCARI, hereinafter referred to as Lessors, and SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, under the laws of the State of Florida, hereinafter referred to as Lessee:

W I T N E S S E T H

That in consideration of the covenants and agreements hereinafter mentioned to be performed by the respective parties hereto, and the payment of the sums hereinafter designated due by the Lessee in accordance with the provisions of this lease, the Lessors have leased, rented, let and demised, and by these presents do lease, rent, let and demise unto the said Lessee, its successors and assigns the property described in Exhibit A attached hereto and made a part hereof, (hereinafter referred to as "demised premises"), being and situated in the County of Broward, State of Florida, to have and to hold the described premises unto said Lessee for a term of ninety-nine (99) years, beginning on the date hereof and ending ninety-nine (99) years thereafter unless terminated prior to said date in accordance with the terms and conditions hereof.

ARTICLE I

Title. Lessors covenant that they own the above described property in fee simple. Lessee herein assumes and agrees to take subject to specifically, but not limited to the following:

1. Conditions, restrictions, limitations, and easements of record on date of this lease and hereafter placed.
2. All zoning ordinances affecting said land, if any.
3. Questions of locations, measurements and survey.
4. All taxes and assessments for the year in which this lease commences.
5. Mortgages now on record or hereafter placed.

ARTICLE II

The Lessee is an association formed to conduct and administer the affairs of condominiums to be erected upon the lands which are described upon Exhibit 8 attached hereto and made a part hereof. Said condominiums shall comprise a multi-phase condominium community to be developed under a common plan to be known as and referred to herein as Shaker Village.

The Lessors agree that they have or will cause recreational and community facilities to be constructed upon the demised premises at their own cost, which facilities will be deemed part and parcel of the demised premises. Said recreational and community facilities shall hereinafter be referred to as Facilities.

ARTICLE III

Rental. The effective term of this lease shall commence the date hereof. Upon the commencement of the term of this lease as aforescribed, the Lessee covenants with the Lessors that it will pay to the Lessors, or to the designee of the Lessors, at such place as the Lessors may designate in writing from time to time, a sum of money per month payable in advance on the first day of each and every month during the term of this lease, for the use of the demised premises.

(The Lessee shall pay a prorated portion of the rent for any partial month during the term of this lease.) The sum of money payable monthly to Lessors as aforescribed shall be calculated as follows:

1. Minimum Rent. The minimum monthly rental shall be determined by multiplying the sum of \$18.00 times the total number of condominium apartment units submitted to the condominium form of ownership within Shaker Village and which are within the jurisdiction, and the responsibility for operation and maintenance, of the Lessee Association.

2. Rental Adjustments. On the first day of January, 1983, and on the first day of January following the end of each fifth calendar year thereafter, during the term of this lease, the minimum rent required hereunder, shall be adjusted, provided that same would result in an increase of the minimum rent, so that the rent paid hereunder from time to time shall have the equivalent purchasing power that the minimum rent hereunder has on the first day of January, 1973. For purposes of calculating additional rent due hereunder, if any, reference is made to the index number of retail commodity prices designated "Consumer Price Index-All Items" (1957 - 59 equals one hundred) prepared by the Bureau of Labor Statistics of the United States Department of Labor, and any publication by either said United States Department of Labor or the United States Department of Commerce in which such index numbers are published, hereinafter referred to as the "Index". Said index numbers, as published, shall be admissible in evidence in any legal or judicial proceedings involving this lease without further proof of authenticity, and in the event that the U.S. Department of Labor or Department of Commerce ceases to prepare and publish such Index, the adjustment of rent thereafter shall be according to the most comparable commodity index as determined by agreement of Lessors and Lessee, and in the absence of such agreement, then by arbitration in accordance with the rules of the American Arbitration Association. In the event of any delay in establishing the additional rental, Lessee shall continue to pay the rental as established by the last price adjustment until such time as the new adjustment is determined, if any, at which time an accounting will be made retroactive to the beginning of the adjustment period in question.

Upon the dates herein prescribed upon which "rental adjustments" are to be made, the adjusted monthly rental shall be determined as follows: by multiplying the per unit rental of \$18.00 times a fraction, the numerator of which shall be the Index for November of the year prior to the date in which the adjustment is to be made, and the denominator of which shall be the Index for January, 1973, and the product of this computation shall then be multiplied by the total number of condominium apartment units submitted to the condominium form of ownership within Shaker Village and which are within the jurisdiction, and the responsibility for operation and maintenance of the Lessee Association upon the date of adjustment.

Notwithstanding the foregoing provisions, it is specifically agreed that the minimum rent as determined and provided for hereinabove, shall never be reduced by reason of any adjustment made as specified in this article, and adjustments in minimum rent due hereunder shall only be made if the same constitute an increase. However, if the determination made at the end of one period requires an increase in minimum rent, and the same determination made at the end of another period will require a decrease, the decrease in said additional rent would not be applicable and the increased or adjusted rent for the period preceding shall remain in effect until the next adjustment date.

3. Together with the sums as aforesaid the Lessee covenants and agrees that it shall pay unto the Lessors any sums of monies as and for sales and/or rent tax, as may be imposed upon rentals by the State of Florida or which may be imposed by any other taxing body hereafter.

4. All rent shall be payable in current legal tender of the United States as the same is constituted by law at the time said rent becomes due. If at any time the Lessors shall accept anything other than current legal tender as rent, such fact, or such acceptance, shall not be construed as varying or modifying such provisions of this lease as to any subsequently maturing rent, or as requiring the Lessors to make similar acceptance of indulgence upon any subsequent occasion.

5. It is agreed between the parties that it is their intention and the intention of this agreement that the Lessors have no obligations with respect to the demised premises and that this be a net lease to the Lessors.

6. The Lessors reserve the right at any time or times during the term of this lease to require that each of the apartment owners responsible for payments under this lease make same either directly to the Lessors or to any designee of the Lessors. This right and the exercise thereof may be made at any time or times during the term hereof and further the Lessors reserve the right, after such exercise to return the obligation of collection of rents from the individual apartment owners to the Lessee Association.

7. The parties hereto agree that any expenses incurred in connection with the collection of rental payments, whether from the Lessee Association or the individual apartment owners, shall be borne by the Lessee.

ARTICLE IV

Use of Premises. It is understood and agreed between the parties hereto that the demised premises, during the continuance of this lease, may be used and occupied only for recreational purposes and at all times shall be subject to the rules and regulations promulgated by Lessee for the benefit of its members.

The following uses of the demised premises are prohibited:

1. Secret Societies. Activities of every nature, and description of any group, club, society, fraternity, association or corporation whose membership, activities or functions are secret or so intended.

2. Political Activity. Partisan political activity relative to public office or public affairs of every nature and description, including by way of illustration activities for or against any incumbent or candidate for public office. Nothing herein shall be construed as a limitation upon non-partisan political activities such as "town hall" meetings and panel discussions.

3. Preferential Use. All uses designed, calculated, intended or likely to result in the deprivation of any member of Lessee Association as to his right to use, occupy and enjoy the demised premises.

ARTICLE V

Maintenance of Premises. Lessee has the obligation to maintain the leased premises in good order, condition and repair. Lessors have no obligation whatever to maintain the leased premises or any of the improvements thereon. Lessee agrees to permit no waste, damage or injury to said premises. At the expiration of the lease created hereunder, Lessee shall surrender the premises in good condition, reasonable wear and tear excepted. Lessors agree that the building, the electrical system, water systems, fixtures, equipment and all items of personalty within and upon the leased premises, shall be under the full control of the Lessee or its agents, and that all operation, upkeep, repairs and replacement of such items shall be done by and at Lessee's expense. Lessee further agrees that it shall provide, at its expense, any and all utility services required or necessary in the operation of the demised premises. The Lessee shall not change the design, color, materials or appearance of the improvements now or hereafter placed upon the demised premises, any of the furniture, furnishings, fixtures, machinery or equipment contained therein, without the Lessors' prior written approval.

ARTICLE VI

Liens of Lessor

1. For the purpose of securing unto the Lessors the payment of rent, and for the purpose of securing the performance of every and all of the covenants of the Lessee herein made for the use and benefit of the Lessors, the Lessee does hereby grant unto the Lessors a continuing first lien paramount and superior to all others upon the assets and upon the personal property of Lessee.

2. A. In order to further secure the payment of all monies due and to become due hereunder, the Lessors shall have a lien on each condominium parcel, as defined by Chapter 711, Florida Statutes, the same being the Condominium Act, for any unpaid portion of any assessment made by the Lessee for the purpose of permitting the Lessee to pay the rental, taxes and any and all other obligations accruing under this lease on the property subject to this lease. Said lien shall also secure reasonable attorneys' fees incurred by the Lessors incident to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a Claim of Lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of liens shall include only the unpaid portion of assessments which are due and payable to the Lessors when the Claim of Lien is recorded. Upon full payment, the owner of the condominium parcel and the Lessee shall be entitled to a recordable Satisfaction of Lien. Such lien may be foreclosed by suit brought in the name of the Lessors in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of a condominium parcel shall be required to pay a reasonable rental for the condominium parcel, and the Lessors shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion of assessments may be maintained without waiving the lien securing the same.

B. The lien herein granted shall accrue against each apartment unit severally, and may be enforced against only those apartment units whose owners have not paid the rent or the prorata share of the other obligations attributable to such units. The lien hereby created is an extension of the lien granted to the Lessors under the provisions of Number 2 above, and shall be of the same dignity and priority as said lien, except that said lien shall apply to and be enforceable against the apartment units severally as herein provided.

C. The parties understand and agree that the Lessors' lien as provided for herein, is a continuing lien and shall be in force and effect during the life of this lease.

D. Commencing on the date hereof, the obligations for the payment of monthly rent shall be the several obligations of the owners of each of the apartment units. A default arising out of the non-payment of rent or of the prescribed prorata share of Lessee's other obligations hereunder, by any other apartment owner or owners, shall not be a default on the part of those owners of apartments who have paid their obligations, and the Lessors may exercise their rights and have their remedies as described herein against only the defaulting owner or owners.

3. Those liens as hereinabove created shall at all times be a paramount and superior lien over all other liens of any nature whatsoever except the lien of any institutional first mortgage of an individual condominium apartment unit. An institutional first mortgage lien is hereby defined as any such mortgage held by a bank, savings and loan association, mortgage or real estate investment trust, or an insurance company licensed to do business in the State of Florida, and no other mortgage or lien shall be superior to the lien of the Lessors herein against said condominium apartment units and appurtenances thereto. (Should the holder of any institutional mortgage lien acquire by foreclosure or by deed in lieu of foreclosure the title to said condominium apartment unit,) the rentals due for the use of the facilities, as to said unit, provided for under this lease shall abate during the period of ownership by the holder of said institutional mortgage. During the period of ownership of said apartment unit by the holder of said institutional mortgage, the lien granted the Lessors shall be inferior and subordinate to the title of said institutional mortgagee, and may not be foreclosed against said institutional mortgagee; provided, however, that upon transfer of said title by said lending institution to any third party, or to Lessee, said rentals shall be reinstated at their full amount, and shall be due and payable by the owner of said condominium apartment unit to the Lessors herein; provided, however, that said transferee shall not be liable for any rentals due the Lessors prior to the date of said transfer.

It is the intent of the Lessors that the next proceeding paragraph shall act as a self-operative subordination of their lien rights as aforementioned to the lien of institutional first mortgagees as hereinabove provided. However, in the event an institutional first mortgagee shall request same, the Lessors agree to execute any reasonable instrument of subordination, as above limited, as said mortgagee may request or require.

4. The Lessee, its successors and assigns, understands and agrees that the within lease imposes upon it a firm and irrevocable obligation to pay the full rent as provided for herein and perform the other provisions hereof for the full term of this lease. Therefore, it is understood that the rights of the Lessors against the individual apartment owners as hereinabove provided shall not be the Lessors' exclusive remedy.

5. It is understood and agreed to by the parties that all of the obligations created hereunder and all of the monies due and to become due hereunder, including, without limitation, rent, taxes, assessments, insurance premiums and costs of maintenance and repair are and shall continue to be for the full term hereof, common expenses of the Association.

6. In the event that the Lessors' liens granted by the provisions of Nos. 1 and 2 above should, as to the whole or any part of the premises above as owned by the Lessee, for any cause or reason whatsoever, be determined to be invalid, extinguished or unenforceable, then the Lessee agrees that such fact shall not extinguish or diminish in the slightest degree, the Lessee's financial or other obligations hereunder, and that it will, in the manner as now prescribed by Chapter 771, Florida Statutes, make such assessments and enforce its lien therefor on the individual condominium units, in order to comply with and fulfill the Lessee's obligations to the Lessors hereunder.

7. The parties understand and agree that nothing herein contained shall authorize the Lessors to collect the same indebtedness twice, and any unit owner who pays the proportionate share of his rent payable hereunder, and his prorata share of the common expenses incurred in connection with the leased premises, shall be entitled to require from the Association, or the Lessors, a recordable satisfaction of the lien for the amount paid and discharged.

8. It is mutually recognized and agreed by and between the Lessors and Lessee herein that in the event any unit owner is delinquent as aforescribed, this shall not preclude the other unit owners from the use of the facilities. It shall be an obligation of the Lessee to enforce the collection of the assessments pertaining to the facilities which are a part of the common assessments and expenses of the condominiums.

9. The Lessee understands and agrees that the giving and granting of the liens described above are an essential consideration flowing to the Lessors, without which this Lease would not have been made.

ARTICLE VII

Agreements, etc., to be Covenants Running With the Land:

The terms, conditions, provisions, and covenants and agreements set forth in this lease shall be binding upon the Lessors and Lessee, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the land; and by land is meant the demised premises as well as the premises described above as owned by Lessee.

ARTICLE VIII

Subordination by Lessee:

It is understood and agreed that Lessee's rights in this lease are subordinate to mortgages, presently encumbering the demised premises, and shall remain subordinate to any further mortgages that may be recorded, irrespective of the date of recording, that may encumber the demised premises, placed in connection with the construction of the Condominiums and/or facilities. This

paragraph shall in fact constitute and be the subordination provided for herein, and Lessee hereby constitutes and appoints Lessors as its attorneys in fact for the purpose of executing any formal instruments of subordination as same are required.

ARTICLE IX

Developer:

1. Rights of Developer. Until the developer, as defined in the Declarations of Condominium of the Condominiums as recorded in the Public Records of Broward County, Florida, shall have completed the development, sale and closing of all apartment units to be constructed in SHAKER VILLAGE in Broward County, Florida, it shall have the following rights with regard to the herein demised premises, notwithstanding any other provisions of this lease to the contrary:

A. Use of Demised Premises: The right to use, occupy and demonstrate, on a non-exclusive basis, all portions of the demised premises for the purpose of promoting and aiding in the sale or rental of living units on or to be constructed on lands described in Exhibit B. Such rights may not be exercised in an unreasonable manner inconsistent with the rights of the Lessee to use, occupy and enjoy such portions of the demised premises. The exercise of such rights by the developer shall not reduce, abate or suspend the Lessee's obligation to pay rent, to repair and maintain such portions of the demised premises, to pay taxes and insurance premiums thereon and utilities therefor, or to perform in full all of its covenants and promises herein made.

B. Promotion: Display and erect signs, billboards and placards and store, keep, exhibit and distribute printed, audio and visual promotional materials in and about the demised premises.

C. Rules and Regulations: Establish and promulgate rules and regulations, not inconsistent with any of the provisions of this lease, concerning the use of the demised premises.

2. Acts of Developer. Notwithstanding the fact that the Lessors, its officers, employees, directors or stockholders may have some right, title or interest in the stock of the developer, the Lessee acknowledges and agrees that the Lessors and developer shall never for any purposes be construed or considered as being one and the same and neither of them as the agent of the other. No act of commission or omission by the developer shall ever be construed or considered: (a) as a breach by the Lessors of any of their promises and covenants in this lease made; or (b) as an actual, implied or constructive failure by the Lessors to deliver possession of the demised premises to the Lessee; or (c) as an actual, implied or constructive eviction of the Lessee from the demised premises by the Lessors or anyone acting by, through, under, or for it; or (d) as an excuse, justification, waiver or indulgence by the Lessors to the Lessee with regard to the Lessee's prompt, full, complete and continuous performance of its covenants and promises herein.

Notwithstanding the fact that one or more of the Lessors may have been an officer, director or hold any other interest in the Lessee Association at the time of the execution of this lease, same shall not constitute a breach or violation of the obligations created hereunder nor constitute a termination or limitation upon the obligations of the Lessee association or apartment owners as created under the terms hereof.

ARTICLE X

1. Covenant to Hold Harmless: Lessors shall be, and are hereby, held harmless by Lessee from any liability for damages to any person or any property in or upon said leased premises and the sidewalks adjoining same, including the person and

property of Lessee, and Lessee's agent, servants, employees, and all persons upon the leased premises at Lessee's invitation. It is understood and agreed that all property kept, stored or maintained in or upon the leased premises shall be so kept, stored or maintained at risk of Lessee only.

2. Mechanics' Liens: All persons are put upon notice of the fact that neither the Lessee nor the developer acting for the Lessee shall ever, under any circumstances, have the power to subject the interest of the Lessors in the premises to any mechanics' or materialmen's lien of any kind and all persons dealing with the Lessee or developer acting for the Lessee are hereby put upon notice that they must look wholly to the interests of the Lessee in the demised premises and not to that of the Lessors. The Lessee will not permit or suffer to be filed or claimed against the interest of the Lessors in the demised premises during the continuance of this lease, any claim or lien of any kind and if such be claimed or filed, it shall be the duty of the Lessee within thirty (30) days after the claim shall have been filed among the Public Records of Broward County, Florida, or within thirty (30) days after the Lessor shall have been given notice of such claim and shall have transmitted notice of the receipt of such unto the Lessee (whichever thirty day period expires first), to cause the demised premises to be released from such claim either by payment or posting of bond or the payment into court of the amount necessary to relieve and release the demised premises from such claim or in any other manner in which, as a matter of law, will result within said thirty day period, in the releasing of the Lessors and its interests in the demised premises from such claim or lien; and the Lessee covenants and agrees within said period of thirty days to so cause the premises and the Lessors' interest therein to be relieved from the legal effect of such claim or lien.

ARTICLE XI

Insurance. The Lessee shall at its sole expense throughout the term of this lease keep in force insurance policies as follows:

1. Public Liability. Comprehensive, general public liability insurance in which the Lessors and Lessee shall be named insured, against claims for bodily injury, sickness or disease including death at any time resulting therefrom and for injury to or destruction of property, including the loss of use thereof arising out of ownership, maintenance, use or operation of the demised premises or any building or improvement or personalty located thereon, without maximum limitations and in which the limits of liability shall not be less than \$1,000,000 per occurrence.

2. Rent Insurance. Rent insurance wherein the Lessors shall be named insured to insure against loss of all or any part of the rental due under this agreement from Lessee to Lessors by virtue of rental hereunder being temporarily and/or permanently discontinued by fire, windstorm or other perils or hazards to the demised premises and/or any structures now or hereafter situated thereon.

3. Property Insurance. Policies of insurance insuring against loss or damage to the buildings and improvements now or hereafter located upon the demised premises and all furniture, fixtures, machinery, equipment and furnishings now or hereafter brought or placed thereon insuring against loss by:

A. Fire. Fire, flood, windstorm and such other hazards as may be included in the broadest form of extended coverage from time to time available; and

B. Boiler. By boiler explosion, if boilers are now or hereafter located in the aforesaid buildings; and

C. Other. To the extent required by the Lessors, war damage or damage by civil insurrection or commotion as the same may not be covered by other policies above referred to.

The insurance required hereunder shall be in an amount equal to the maximum insurable value. In compliance with the foregoing, the Lessee shall furnish policies insuring actual replacement costs without deduction for depreciation and in such case the term "maximum insurable value" as used in the preceding

sentence shall mean the actual replacement cost of the property required to be insured without deduction for depreciation. If policies insuring replacement costs are not available, then the said term "maximum insurable value" shall mean the actual cash value with due allowance for depreciation of the property required to be insured, to the extent insurance may be afforded under policies covered in that manner.

4. Generally. All insurance required to be carried hereunder shall be effected under policies written in such form and issued by such companies as shall be approved by the Lessor who shall not unreasonably withhold such approval. All policies required by this Article shall be for the benefit of the Lessors, the Lessee, and mortgagees as to the demised premises, as their interest may appear, and shall be subject to such provisions as mortgagees of the demised premises may require.

5. Reconstruction and Repair. Upon the occurrence of any damage or total or partial destruction to any portion of the demised premises including improvements, buildings and structures, furniture, furnishings, fixtures, machinery and equipment now or hereafter placed thereon, whether or not the casualty causing such damage be insured against, and whether or not, if insured, any proceeds are paid therefor, the following provisions shall apply:

A. Reconstruction and Repair by Lessee. The Lessee, at its expense, shall repair and reconstruct, if necessary, any and all improvements, buildings and structures so damaged and replace or repair all personal property so damaged as to restore the same to first class condition. Such work shall be commenced no later than sixty (60) days after the occurrence of damage and shall be completed no later than ten (10) months after date of commencement. The foregoing time limitations shall be extended due to any time lost by reason of an act of nature, war, civil commotion or disorder, material shortages, strikes or other events over which the Lessee has no control.

B. Plans, specifications and estimates. Within thirty (30) days after the occurrence of damage, the Lessee shall supply to the Lessors plans and specifications for reconstruction and repair which must be substantially of the nature to restore the damaged improvements, buildings, structures and personal property to first class condition. Said plans and specifications shall be prepared and be under the certificate of an architect, licensed to practice as such in the State of Florida. Within thirty (30) days after furnishing said plans and specifications the Lessee shall furnish to the Lessors a contract executed by an independent general contractor wherein the work, labor and materials indicated by such plans and specifications will be furnished at an agreed price and a performance, completion and payment bond is a part thereof. To the extent that the damages shall occur to personal property, other than fixtures, a bid need only be supplied from a supplier of the same with a firm price indicated thereon.

C. Insurance.

(1) Fund. In the event proceeds of insurance shall be payable by reason of damage and/or total or partial destruction of the demised premises, including improvements, buildings and structures and furniture, furnishings, fixtures, machinery and equipment now or hereafter placed thereon and as often as such insurance proceeds shall be payable, the same shall be deposited in a special account of the Lessors in a bank designated by the Lessors and such sums shall be available to the Lessee for reconstruction and repair and shall be paid out of said special account from time to time by the Lessors upon the estimates of the architect, licensed as such in the State of Florida, having supervision of such reconstruction and repair, certifying that the amount of such estimate is being applied to the payment of reconstruction and repair at reasonable cost therefor and not in excess of the fair value thereof; provided, however, that it shall be the duty of the Lessee at the time of contracting or undertaking for such repair or reconstruction and as frequently thereafter as the Lessors may require, provide evidence satisfactory to the Lessors that at all times the undisbursed portion of such fund in said bank account is sufficient to pay for the reconstruction and repair in its entirety and if at any time it should reasonably appear that said fund will be insufficient to pay the full cost of said repair and reconstruction, the Lessee will immediately and forthwith deposit into said fund such additional funds as may reasonably appear to be necessary to pay such full cost and to procure receipted bills and full and final waiver of lien when the work shall have been completed and done. The provisions concerning eminent domain, as hereinafter set forth, in its

entirety, relative to procedures and requirements for disbursement of the fund therein mentioned are adopted as a part hereof to the extent the context so permits.

(2) Proviso. In any instance where the proceeds of insurance for damage or destruction shall be less than \$5,000.00 for the reason that the reasonable estimate of the damage shall be less than \$5,000.00, then the proceeds of insurance shall be payable to the Lessee and disbursed by it for the purpose of paying for the reconstruction and repair.

(3) Surplus. When after the payment of repair or replacement of of damage, pursuant to the provisions above, there shall remain insurance proceeds, said balance shall be distributed:

a. Lessor. First to the Lessors those amounts necessary to pay all payments then in default by the Lessee.

b. Lessee. The remaining balance, if any, to the Lessee.

(4) Mortgages. Anything herein contained to the contrary notwithstanding, the policies of insurance provided for herein may contain a clause providing that any loss under same shall be payable to the holder of any mortgage in which Lessors have joined to be distributed in the manner set forth above. In any event, the provisions of such mortgage(s) and the policy of the mortgage lender(s) shall govern as to insurance proceeds. In addition, in the event that the mortgagee collects any such sums and applies them in payment or in reduction of the mortgage debt owed to the mortgagee, then, in such case, the Lessor agrees that Lessors will join with Lessee in the execution of a mortgage to be obtained by Lessee at Lessee's sole expense, in the amount so credited from the collection by the mortgagee of said insurance funds, and the sum procured by the execution of the mortgage by the Lessors and the Lessee shall be delivered in escrow to a duly established Florida bank for the purpose of repairing, rebuilding, and reconstructing the improvements then located upon the demised premises in accordance with and in the manner as provided herein for the rebuilding and reconstruction thereof, it being understood that such mortgage shall bear similar interest and require similar payments as the mortgage being reduced or satisfied.

ARTICLE XII

Assignment:

1. Lessee may not assign or sublease its interest in this lease. In the event the unit owner in the condominium sells his unit and said unit owner desires to relieve himself from all personal liability and obligations under this lease then said unit owner shall obtain a written assumption by his purchaser of the obligations of said unit owner under and pursuant to the terms and conditions of this lease. Said assumption agreement shall be in writing and in recordable form, and shall be delivered to Lessors together with sufficient current funds for recording same among the Public Records of Broward County, Florida. Upon full compliance with the foregoing, the selling unit owner shall be released of personal liability under the within lease. There shall be no assumption of this lease and the unit owner may not be relieved of his obligations hereunder except if at the time of the proposed assumption the said unit owner is current on his payments under this lease.

2. Any individual unit owner shall assign his interest and obligations in this lease concurrently and in conjunction with any conveyance of ownership of his condominium parcel. Every assignee must execute and deliver to the Lessors a written assumption of the obligations of his assignor, as set out in this lease, such assumption to be in recordable form and shall be delivered after having been recorded by the assignee at his expense. Upon the perfection of such assignment by delivery of the recorded assumption agreement the assignor shall be relieved of all liability for further performance under the terms of this lease. However, such assignment shall not relieve the assignor of any obligations coming due prior to the date of assignment.

3. It is understood and agreed that the Lessors may freely assign, in whole, or in part, any of their right, title and interest in and to this lease and the demised premises.

ARTICLE XIII

Non-Payment of Rent: If any rent payable by Lessee to Lessors shall be and remain unpaid for more than ten (10) days after same is due and payable, or if Lessee shall violate or default any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for Lessors to declare this lease forfeited and the said term ended, and to re-enter the above described premises, with or without process of law, using such force as may be necessary to remove Lessee and its chattels therefrom, and Lessors shall be liable for damages by reason of such re-entry or forfeiture; but notwithstanding such re-entry by Lessors, the liability of Lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this lease.

And, it is further understood that Lessee will pay, in addition to the fees and other sums agreed to be paid hereunder, such additional sums as the Court may adjudge reasonable as attorneys fees in any suit or action instituted by Lessors to enforce the provisions of this lease or the collection of the rent due Lessors hereunder.

ARTICLE XIV

Eminent Domain.

1. As to Demised Premises.

A. Total Taking. If during the term of this lease the entire premises shall be taken as a result of the exercise of the power of eminent domain, herein called "proceeding," this lease and all right, title and interest of the Lessee hereunder shall cease and come to an end on the date of the vesting of title pursuant to such proceeding and the Lessors shall be entitled to and shall receive the total award made in such proceeding and the Lessee hereby absolutely assigns such award to the Lessors.

B. Partial Taking. If, during the term of this lease, less than the entire demised premises shall be taken in any such proceeding, this lease shall terminate as to the part so taken and the Lessors shall be entitled to and shall receive the total award made in any such proceedings and the Lessee hereby assigns such award to Lessors but the Lessee, in such case, covenants and agrees that at Lessee's sole cost and expense (subject to reimbursement hereinafter provided) promptly to restore, repair and replace those portions of the buildings on the demised premises not so taken to complete architectural units and replace buildings totally taken for the use and occupancy of the Lessee as in this lease expressed. The Lessors agree in connection with such restoration to apply or cause to be applied the net amount of any award or damage to the building or buildings on the demised premises that may be received by it in any such proceeding toward the cost of such restoration and replacement (but the amount so applied shall not include the cost in any alteration, construction, change or improvement which the Lessee may desire to make that is not necessary to restore that portion of the buildings not so taken to a complete architectural unit or replace buildings totally taken of substantially the same usefulness, design and construction as immediately before such taking, it being understood that no alteration or change in the basic configuration of the improvement shall be made without the approval of the Lessors) and the said net award shall be paid out from time to time to the Lessee as such restoration and replacement progresses upon the written request of the Lessee which shall be accompanied by the following:

(1) A certificate of the architect or engineer in charge of the restoration, dated not more than thirty (30) days prior to such request, setting forth the following:

a. That the sum then requested to be withdrawn either has been paid by Lessee and/or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated), who have completed restorations or replacements, and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid and/or due to each of said persons in respect thereof, and also stating that no part of such costs, in any previous or then pending application, has been or is being made the basis for withdrawal of any proceeds of any such award; and

b. That, except for the amounts, if any, stated in said certificate pursuant to 1B-(1)a above to be due for services or materials, there is no outstanding indebtedness known, after due inquiry, to said architect or engineer, for the purchase price or construction of such repairs, restorations or replacements, or for labor, wages, materials or supplies in connection with the making thereof, which, if unpaid, might become the basis of a vendors', mechanics', laborers', materialmen's statutory or other similar lien upon said repairs, restorations, replacements, on the demised premises or any part thereof.

(2) An affidavit shown to by Lessee stating that all materials and all property constituting the work described in the aforesaid certificate of the architect or engineer, and every part thereof, are free and clear of all mortgages, liens, charges or encumbrances, except encumbrances, if any, securing indebtedness due to persons (whose names, addresses and the several amounts due them shall be stated), specified in said certificates pursuant to 1-B (1)a above, which encumbrances will be discharged upon payment of such indebtedness, and also stating that there is no default in the payment of the rent, any item of additional rent or other charge payable by Lessee hereunder.

(3) An official search or other evidence satisfactory to Lessors showing that there has not been filed with respect to the demised premises any mechanics' or other lien which has not been discharged of record, except such as will be discharged upon payment of the amount then requested.

Upon compliance with the foregoing provisions, Lessors shall, out of the proceeds of such net award, on request of Lessee, pay or cause to be paid to the persons named in the certificate, pursuant to 1-B(1)a above the respective amounts stated in said certificates to be due them, and/or shall pay or cause to be paid to Lessee the amount stated in said certificate to have been paid by Lessee, provided, however, that such payments shall not exceed in amount the fair value as stated in said certificates of the relevant work.

If payment of the net award as aforesaid shall not be received by Lessors in time to permit payments as the work of restoration and replacement progresses, the Lessee shall, nevertheless, perform and fully pay for such work without delay (except for unavoidable delays over which the Lessee has no control) and payment of the amount to which Lessee may be entitled shall thereafter be made by Lessors. If the funds to be applied by Lessors shall be insufficient to pay the entire cost of such restoration, the Lessee agrees to pay any deficiency and to deposit with Lessors the amount of such deficiency, as estimated by the architect or engineer who shall first make the certificate called for in 1-B(1)a above prior to any work being contracted or performed.

From and after the date of vesting of title in such proceeding, a just proportion of the rent, according to the nature and extent of such taking, shall abate for the remainder of the term of this lease.

If, after making the payments provided for in 1-B(3), there remains any balance in Lessors' hands, it shall be retained by Lessors as their property.

C. A Taking of Less Than Fee Simple Title. If all or any of the demised premises shall be taken by exercise of the right of eminent domain for governmental occupancy for a limited period, this lease shall not terminate and the Lessee shall continue to perform and observe all of its covenants as though such taking had not occurred except only to the extent that it may be prevented from so doing by reason of such taking. In the event of such a taking, the Lessee shall be entitled to receive the entire amount of any award made for such taking (whether paid by way of damages, rent or otherwise), unless the period of governmental occupancy extends beyond the term of this lease, in which case the award to the extent that it represents rent shall be apportioned between the Lessors and Lessee, as of the date of the end of the term of this lease. The Lessee covenants that at the termination of any such governmental occupancy it will, at its cost and expense, restore the improvements on the demised premises in as good condition as when new but the Lessee shall not be required to do such restoration work if on or prior to the date of such termination of governmental occupancy, the term of this lease shall have ended.

D. Proration. In the event of the termination of this lease in full or as to any portion of the demised premises as a result of a total or partial taking by proceeding, the Lessee shall pay to the Lessors all rent and all other charges payable by the Lessee with respect to the demised premises or part thereof so taken justly apportioned to the date of taking.

ARTICLE XV

Solvency of Lessee. If, during the terms of this lease, (a) the Lessee shall make an assignment for the benefit of creditors; or (b) a voluntary or involuntary petition be filed by or against the Lessee under any law having for its purpose the adjudication of the Lessee as a bankrupt or the extension of the time of payment, composition, adjustment, modification, settlement, or satisfaction of the liabilities of the Lessee or the reorganization of the Lessee; or (c) a permanent receiver be appointed for the property of the Lessee; this lease, at the option of the Lessors shall be terminated and shall expire as fully and completely as if the day of happening of such contingency coincided with the date specifically fixed as the expiration of the term hereof, the provisions relative to notice and grace notwithstanding, and the Lessee shall then quit and surrender the demised premises to the Lessors, but the Lessee shall remain liable as hereinafter provided. If the Lessee shall contest any proceeding of an involuntary nature which would be grounds or cause for the termination under this section, by suitable process according to law and shall prosecute said defense with due diligence, provided all other covenants of the Lessee herein made are otherwise kept and performed, the right of termination in the Lessors under this Section shall be suspended until the ultimate determination of said matters by a court of competent jurisdiction or until the Lessee shall abandon or fail to take suitable action to preserve its rights to contest the proceedings. The Lessee shall, every twenty (20) days, notify the Lessors of its continued intention to prosecute its defense and, further, advise the Lessors of the state of all litigation then pending, and the failure of the Lessee to do so shall be deemed a termination of the suspension of the Lessors' right to terminate as above provided. If a defense shall be brought by the Lessee and timely prosecuted and the Lessee shall comply with the above provision with regard to notice and information to the Lessors, then the right of the Lessors to terminate by reason of the provisions of this section shall be controlled by the outcome of such litigation, that is:

1. If such litigation be resolved in favor of the Lessee, the Lessors shall have no right to terminate by reason of the occurrence of the acts listed above.

2. If such litigation be resolved against the Lessee, the Lessors shall have the right to terminate above provided, but nothing herein shall be construed as relieving the Lessee of the performance of any of its covenants herein which became performable prior to the determination of the outcome of such litigation or the earlier abandonment of defense by the Lessee.

ARTICLE XVI

Holding Over: In the event Lessee remains in possession of the leased premises after the expiration of this lease without the execution of a new lease, it shall be deemed to be occupying said premises as a Lessee from month-to-month, subject to all the conditions, provisions and obligations of this lease.

ARTICLE XVII

Waiver: One or more waivers of any covenant or condition by the Lessors shall not be construed as a waiver of a subsequent breach of the same covenant or condition; and, the consent or approval by Lessors, to or of, any act by Lessee requiring Lessors' consent or approval shall not be deemed to waive or render unnecessary Lessors' consent or approval to, or of, any subsequent similar act by Lessee.

ARTICLE XVIII

Subordination: It is understood and agreed between the parties hereto, that this instrument shall not be a lien against said demised premises in respect to any principal lease, mortgage or deed of trust that now exists against said demised premises or to any mortgage or deed of trust that hereafter may be placed against said premises, by Lessor or extensions thereof and that the recording of such principal lease, mortgage, mortgages or deed of trust, shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Lessee agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such principal lease, mortgage or mortgages or deed of trust, and a refusal to execute such instrument shall entitle the Lessors, its assigns and legal representatives, to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly. The Lessee does hereby agree that the within paragraph shall in fact constitute and be the subordination as provided for herein. The Lessee further hereby constitutes and appoints the said Lessors as its attorneys-in-fact for the purpose of executing any formal instruments of subordination, if same are required.

ARTICLE XIX

Notices: Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Lessee is in writing addressed to Lessee at its last known address and sent by certified mail with postage prepaid, and if such notice to Lessors is in writing, addressed to the last known post office address of Lessors and sent by certified mail with postage prepaid. The effective time of notice shall be the time of mailing.

ARTICLE XX

Non-Liability: Lessors shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased.

ARTICLE XXI

Provisions Regarding the Payment of Taxes:

1. Lessee covenants and agrees with Lessors that the Lessee will promptly pay all taxes levied or assessed at any and all times for every year (presently such taxes are assessed on the basis of a calendar year, and, therefore, for the present and until the method of assessing taxes is changed, the expression "year" means a calendar year), included in the terms from and including the calendar year 1973 except as may be modified by the holdover provisions set forth herein-above; and such obligation by the Lessee to pay such taxes levied during the term of the lease for and after the said calendar year 1973 against the property demised, by any and all taxing authorities, and including not only advalorem and personal

property taxes, but also special assessments and liens for public improvements and including, in general, all taxes, tax liens, or liens in the nature of taxes which may be assessed or imposed against the premises, including the land and all buildings, furniture, furnishings, fixtures and improvements, which the Lessee may hereafter construct or build or bring upon the demised premises; but in the event any such taxes or assessments are payable according to their terms in installments, then the Lessee shall have the right to pay the same as such installments fall due, so long as the right to make payment of them in such installments has not been revoked or lost by reason of default in the payment of any installment. Nothing herein contained shall be construed as making it obligatory upon the Lessee to pay taxes which may be levied against personal property which may belong to any subtenants of the Lessee.

2. Nothing in this Article contained shall obligate the Lessee to pay income, inheritance, estate or succession tax or any tax in the nature of any such described taxes, or any other tax which may be levied or assessed against the Lessors, with respect to or because of the income derived from this lease, nor shall the Lessee be deemed obligated hereby to pay any corporation, franchise, or excise taxes which may be assessed or levied against any corporate successor or successors in interest of the Lessors.

3. The parties understand and agree that the Lessee shall pay the taxes and other charges as enumerated in this Article of this lease and shall deliver official receipt evidencing such payment unto the Lessors at the place at which rental payments are required to be made, which payment of taxes shall be made and said receipts delivered at least sixty (60) days before the said tax itself would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, the Lessee desires to contest the validity of any tax or tax claim, the Lessee may do so without being in default hereunder as to the Lessee's obligation to pay taxes, provided the Lessee gives the Lessor notice of the Lessee's intention to do so and furnishes the Lessors with a bond with surety made by a surety company qualified to do business as such in Florida, in one and one-half (1½) times the amount of the tax item or items intended to be contested, conditioned to pay the tax or tax items when the validity thereof shall finally have been determined, which said written notice and bond shall be given by the Lessee unto the Lessors not later than a day which is sixty (60) days before the tax item or items proposed to be contested would otherwise become delinquent. None of the grace, notice, or default periods provided for in this lease shall ever operate so as to diminish the sixty day periods hereinabove specified in this paragraph. If, however, the Lessee contests the propriety of the imposition of any of such taxes and institutes proceedings appropriately to that effect not later than sixty (60) days before the said taxes would become delinquent for non-payment, and if, upon the occasion of instituting such contest proceedings, the Lessee pays into the registry of the court an amount which is sufficient to effect payment of the said taxes if the adjudication in the said contest proceedings is against the Lessee, then, so long as the Lessee effects such payment into court and causes the amount so paid into the registry of the court to be kept and maintained at such figure as is an amount sufficient to discharge the taxes in the event of an adjudication adverse to the contention of the Lessee, the Lessee need not furnish the bond referred to in this paragraph. If, while any such amount is deposited in the registry of the court, the within lease should be cancelled for the default of the Lessee, then the Lessors shall immediately succeed to the ownership of the amount so then held in the registry of the court; and the within provision is and will be the authority of the Lessors to apply to the court or to the clerk or to any other official authorized to direct the disposition of such amount, for recognition of the fact or for the entry of an order finding and holding it to be the fact that the property right in such amount so paid into the registry of the court, or the residuary interest therein, has passed from the Lessee to the Lessors. If at any time after the Lessee shall have furnished the bond referred to in the first sentence of this paragraph, and before liability on said bond shall have been discharged, this lease is cancelled, the fact of such cancellation shall not be construed as affecting in any respect the terms and conditions of and the liability upon the said bond.

4. In case the Lessee shall fail, refuse, or neglect to make any or either of the payments in this Article required, then the Lessors may, at their option, and after five (5) days written notice to the Lessee as provided herein, if such notice can be given without creating a default in the payment of the debt, pay the same and the amount or amounts of money so paid, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such payments, together with interest on all of such amounts at the rate of ten (10%) percent per annum, shall be an obligation of the Lessee, for the immediate non-payment of which to the Lessors, the Lessee shall be deemed in default hereunder, with the same consequences as though the said default consisted in the non-payment of an installment of rent which had then matured and become past due.

ARTICLE XXII

Consent and Ratification of this Lease by Unit Owners and Others:

1. Each and every person, whether real or corporate who shall take any interest whatsoever in or to any condominium parcels in Shaker Village, after the recording of this lease, by acceptance, delivery or the recording of the deed, contract, grant, assignment or other instrument granting, conveying, or providing for such interest, or by the mere first exercise of the rights or uses granted herein, shall be deemed to consent to and ratify without further act being required, the provisions of this lease to the same effect and extent as if such person or persons had executed this lease with the formalities required in deeds, for the purpose of subordinating and/or subjecting such person or persons' interests, in full, to the terms of this lease.

2. Each and every person, whether real or corporate, who shall take any interest whatsoever in or to any condominium parcel in Shaker Village, as further evidence of their guarantee of their proportionate obligations under the terms of this lease and their assumption of such obligations, agrees to execute a Joinder and Assumption Agreement in recordable form at the time of acquiring such interest.

ARTICLE XXIV

Termination of Lessee Association: A voluntary or involuntary termination of Lessee Association shall not terminate this lease, but upon termination of the Association, all of the unit owners of the condominiums, as unit owners or as tenants in common, or otherwise, shall automatically and by operation of this lease, jointly and severally collectively constitute the Lessee hereunder and shall jointly and severally be obligated to perform each and every of the Lessee's covenants and promises and undertakings. Upon a unit owner acquiring an interest in the Lessee's rights under this lease, his rights hereunder may thereafter be assigned only if there then be no default in any of the provisions of this lease and only if such assignment be in connection with a sale, transfer or hypothecation of all of his rights in the property which was prior to termination as condominium property. Provided, however, that any first mortgagee being a bank, insurance company, or savings and loan association which has become or becomes a unit owner in condominiums, or tenant in common in condominiums by foreclosure or deed in lieu of foreclosure, shall not be made liable or obligated in any way by the provisions of this section, but the grantee of such mortgagee shall be fully liable and obligated hereunder.

ARTICLE XXV

Demolition: The Lessee shall not demolish any of the buildings, structures or improvements now, or hereafter placed upon the demised premises without the consent in writing of the Lessors, which the Lessors may withhold in their absolute discretion or grant upon such terms as they shall deem appropriate.

ARTICLE XXV

Lessors' Right to Perform Lessee's Covenants: If the Lessee shall fail to pay the costs in maintenance and repairs or if it shall fail to take out, maintain and deliver insurance policies, or if it shall fail to perform any other act on its part covenanted herein to be performed by it, then the Lessors may, but shall not be obligated so to do, without notice or demand upon the Lessee, perform the act so omitted or failed to be performed by the Lessee. If such performance by the Lessors shall constitute in whole, or in part, the payment of monies, such monies so paid by the Lessors, together with interest thereon, which interest shall be two (2) percentage points higher than the "prime" interest rate being charged by commercial banks in Broward County, Florida, at the time the obligation is incurred, but in no event less than ten (10%) percent per annum, and reasonable attorneys' fees incurred by the Lessors in and about the collection of the same, shall be deemed additional rent hereunder and shall be payable to the Lessors on demand, or, at the option of the Lessors, may be added to any rent then due or thereafter becoming due under this lease, and the Lessee covenants to pay any such sums with interest and reasonable attorneys' fees, as aforesaid, and the Lessors shall have, in addition to any and all other rights and remedies herein provided, the same rights and remedies in the event of non-payment as in the case of default by the Lessee in the payment of rent.

ARTICLE XXVI

Quiet Enjoyment. The Lessors covenant and agree with Lessee that the Lessee shall have quiet and undisturbed and continued possession of the premises subject only to the rights of the developer to use, occupy and enjoy the same, as explained above.

ARTICLE XXVII

Indemnification. The Lessee indemnifies and agrees to save harmless the Lessors from and against any and all claims, debts, demands, or obligations which may be made against the Lessors or against the Lessors' title in the demised premises arising by reason of or in connection with the making of this lease, the ownership by the Lessee of its interests in this lease and in and to the demised premises, and the Lessee's use, occupancy and possession of the demised premises and if it becomes necessary for the Lessors to defend any actions seeking to impose any such liability, the Lessee will pay to the Lessors all costs and reasonable attorneys' fees incurred by the Lessors in effecting such defense in addition to any other sums which the Lessors may be called upon to pay by reason of the entry of a judgment against the Lessors in the litigation in which such claim is asserted.

ARTICLE XXVIII

Lessors' Right of Entry. The Lessors and their agents shall have the right of entry upon the demised premises at all reasonable times to examine the condition and use thereof.

ARTICLE XXIX

Waste. The Lessee shall not do or suffer any waste or damage, disfigurement or injury to the demised premises, to any improvements, structures, buildings and personal property now or hereafter placed or brought thereon.

ARTICLE XXX

Lessors agree at all times during the term hereof to keep current any mortgages or encumbrances against the demised premises. In the event Lessors are in default of their obligations under this paragraph, Lessee may make payment for Lessors and deduct such payment from the next ensuing rental payment or payments, provided that prior to payment, Lessee gives ten (10) days written notice to the Lessors of its intention to make such payment.

ARTICLE XXXI

Easements. A reservation of the right to grant an easement or easements into, under and over the within premises for the purposes of providing utilities including but not limited to water, sewer and electric service to the within premises and adjacent premises and other properties together with the right of ingress and egress to the within premises for the purpose of servicing such easements and for the purposes of providing ingress and egress to surrounding properties, is perpetually retained by the Lessors.

ARTICLE XXXII

Acquisition of Additional Lands. Anything to the contrary notwithstanding contained in this lease, it is understood and agreed between the Lessors, Lessee and apartment owners, and all persons who shall hereinafter become parties hereto as apartment owners of condominium parcels, that the Lessors hereby reserve the inalienable right to add additional land to the area described herein as the demised premises provided same is within that area of property described upon Exhibit B attached hereto. It is agreed that such addition by itself shall not increase the rental fees provided for under the terms of this lease. However, the Lessee and the individual apartment owners recognize and agree that they shall be responsible for any other additional obligations that may arise as a result of the additional lands being added to the demised premises. These obligations shall include, but not be limited to, taxes, insurance and maintenance and all other obligations as provided for under the terms of this lease as to the originally demised premises. The Lessee's and individual apartment owners' assumption of these additional obligations shall be considered in consideration of the Lessors making available for the use and benefit of the Lessee said additional lands.

These additions, as hereinabove referred to, may be made by recordation of an amendment to this lease and need only be signed by the Lessors, their successors or assigns. However, upon request of the Lessors and at the Lessors' option the Lessee herein and the individual apartment owners agree to execute any documents necessary to effectuate the intent of this Article.

ARTICLE XXXIII

Persons Who May Use Recreation and Community Facilities.

1. Any person who is the owner of a condominium unit in Shaker Village, his spouse (if in residence with him) and other members of his immediate family, (if in residence with him, at the said condominium), may use and enjoy the demised premises. If a corporation be an apartment owner, or be entitled to possession as an occupant, the use of the demised premises shall be limited at any one time to only one of its officers, directors or employees, who has been approved in connection with such corporation's acquiring title as an apartment owner, or right to possession as an occupant, and who is an actual resident at the apartment. He, his spouse (if she is in residence with him at such apartment) and other members of his immediate family who are in residence with him at such apartment, may use the demised premises. Such other persons not described hereinabove upon whom the parties hereto shall agree, may use and enjoy the demised premises.

2. The Lessors at all times reserve the right to enter into such other leases or other agreements for the use of the demised premises, its buildings and improvements, with condominium associations and members of such associations operating condominiums within the lands described upon Exhibit B attached hereto. The fact that other leases or agreements may be entered into between the Lessors and other users of the demised premises does and shall not change, affect or alter the obligation and liability of the Lessee hereunder and the apartment owners to pay the charges and perform the other obligations as required hereunder.

ARTICLE XXXIV

Time Is Of The Essence. Time shall be of the essence with respect to all matters as pertains to this agreement and particularly in those matters concerning the payment of money.

REF 5224 PAGE 241

ARTICLE XXXV

Captions and Titles. 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 in any way affect this lease.

ARTICLE XXXVI

Construction: Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessors and Lessee. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and the neuter genders, if such be appropriate.

ARTICLE XXXVII

Severability. The invalidity in whole or in part of any covenant, promise or undertaking of any section, subsection, sentence, clause, phrase or work, or of any provision of this lease or the Exhibits attached hereto, shall not affect the validity of the remaining portions thereof.

ARTICLE XXXVIII

Entire Agreement. This instrument, together with exhibits attached hereto and made part hereof, constitute the entire agreement between the parties hereto as of the date of execution and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or undertakings whatsoever in any way touching the subject matter of this instrument which are not expressly contained herein.

ARTICLE XXXIX

Cumulative Remedies. The various rights, remedies, powers, options, elections, preferences, pledges and liens of the Lessors set forth in this lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law or by this lease, and the exercise of one or more shall not be construed as a waiver of the others.

ARTICLE XXXX

Covenants to Bind Successors and Assigns. The covenants and agreements contained in this lease shall be binding upon and shall inure to the benefit of the Lessors and their heirs and assigns and the Lessee and its respective successors and assigns and all persons claiming by, through and under the Lessors and the Lessee and the same shall be construed as covenants running with the land during the term of this lease.

IN WITNESS WHEREOF, the Lessors hereto have executed this agreement this 29 day of March 1973.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

LESSORS:
[Signature] (SEAL)
Thomas R. Maccari
[Signature] (SEAL)
Carol E. Maccari
[Signature] (SEAL)
Rudolph R. Maccari
[Signature] (SEAL)
Nora B. Maccari

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Susan Magnaban
James C. Brady

LESSEE:

SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC.

By *Rudolph R. Maccari* (SEAL)
RUDOLPH R. MACCARI President

ATTEST: *Carol E. Maccari* (SEAL)
CAROL E. MACCARI Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, personally appeared THOMAS R. MACCARI, joined by his wife, CAROL E. MACCARI, and RUDOLPH R. MACCARI, joined by his wife, NORA B. MACCARI, to me known to be the persons described as Lessors in the foregoing Lease, and they acknowledged their execution of said Lease as their free act and deed and for the purposes therein contained.

1973 WITNESS my hand and official seal this 29 day of March.

Susan Magnaban (SEAL)
NOTARY PUBLIC

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 2, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, personally appeared RUDOLPH R. MACCARI
and CAROL E. MACCARI to me well known to be the
President and Secretary respectively of SHAKER VILLAGE CONDOMINIUM
ASSOCIATION, INC., a Florida corporation not for profit, the corporation
named in the foregoing instrument as Lessee, and known to me to be the
persons who as such officers of said corporation, executed the same; and
then and there the said RUDOLPH R. MACCARI as President
and the said CAROL E. MACCARI, as Secretary did acknow-
ledge before me that said instrument is the free act and deed of such
corporation by them respectively executed as such officers for the pur-
poses therein expressed; that the seal thereunto attached is the corp-
orate seal by them in like capacity affixed; all under authority in them
duly vested by the Board of Directors of said corporation.

1973 WITNESS my hand and official seal this 29 day of March.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 2, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

Susan Magnaban (SEAL)
NOTARY PUBLIC

5224
PAGE 249

DESCRIPTION:

A parcel of land in Section 11, Township 49 South, Range 41 East, said parcel including a portion of Tract 15 in said Section 11, according to the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4 at Page 31 of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing on the South line of said Section 11, at an intersection with the Southerly projection of a line 880 feet East of, as measured at right angles, and parallel with the West line of said Tract 15; thence run North 0° 06' 02" West, (on an assumed bearing), 163.03 feet along said parallel line and its projection; thence run North 89° 02' 05" West 40.01 feet parallel with said South line of Section 11, to the Point of Beginning; thence continue North 89° 02' 05" West 360.61 feet along said parallel line, to a point of intersection with a curve running Northwesterly to the left, a radial at said point bearing South 86° 00' 40" West; thence run Northwesterly 159.31 feet along the arc of said curve to the left, having a radius of 921.83 feet, a central angle of 9° 54' 07" to an intersection with a line 455 feet East of, as measured at right angles and parallel to said West line of Tract 15; thence run North 0° 06' 02" West 135.28 feet along said parallel line; thence run South 89° 02' 05" East 385.06 feet parallel with said South line of said Section 11, to an intersection with a line 840 feet East of, as measured at right angles, and parallel to said West line of Tract 15; thence run South 0° 06' 02" East 292.05 feet along said parallel line, to the Point of Beginning.

Said lands situate in Broward County, Florida, and containing 2.52862 acres, more or less.

EXHIBIT A
to RECREATION AND COMMUNITY FACILITY LEASE

OFF 5224
PAGE 244

DESCRIPTION:

A portion of Tracts 10, 11, 14 and 15, of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 11, Township 49 South, Range 41 East, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 11; thence N-89° 02' 05" - W, along the South line of said Section 11, a distance of 1759.85 feet; thence N-0° 06' 02" - W, parallel with and 880 feet East of, as measured at right angles to, the West line of Tracts 10 and 15, a distance of 53.01 feet to the Point of Beginning of this description; thence continuing N-0° 06' 02" - W, along the last described line, a distance of 2547.01 feet; thence N-89° 02' 02" - W parallel with and 40 feet South of, as measured at right angles to, the centerline of that 30-foot Road Right-of-Way between tracts 7 and 10 and Tracts 6 and 11, of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION, a distance of 1275.22 feet; thence S-0° 06' 02" - E parallel with and 395 feet West of, as measured at right angles to the East line of said Tracts 11 and 14, a distance of 2144.95 feet; thence S-89° 02' 05" - E, parallel with and 445 feet North of, as measured at right angles to, the South line of said Section 11, a distance of 740.13 feet; thence S-0° 06' 02" - E, parallel with and 345 feet East of, as measured at right angles to, the West line of said Tract 15, a distance of 402.07 feet; thence S-89° 02' 05" E, parallel with and 53 feet North of, as measured at right angles to, the South line of said Section 11, a distance of 535.09 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.

Containing 57.721 Acres, more or less.

EXHIBIT B

to RECREATION AND COMMUNITY FACILITY LEASE

RECORDED IN THE PUBLIC RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
SHERIFF, BROWARD COUNTY

REF 5224 PAGE 245

EXHIBIT F

Assignment of Lease to Shaker Village Recreation, Inc.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

75-155289 ASSIGNMENT OF LESSORS' INTEREST IN LEASE

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter Assignor) does hereby assign, transfer, grant, bargain, sell, convey and set over unto

Shaker Village Recreation, Inc., a Florida corporation, (hereinafter Assignee) all of Assignor's right, title and interest in and to that certain Recreation And facility Lease dated the 29th day of March, 1973, and recorded in Official Records Book 5224 at Page 258 of the Public Records of Broward County, Florida, which lease concerns and effects certain real estate situate in Broward County, Florida, being more particularly described in Exhibit "A" attached hereto and incorporated by reference in this Assignment, which includes but is not limited to right, title and interest in and to any unpaid rental income, whether past, present or future.

Assignee, by the acceptance of this Assignment, hereby acknowledges that Assignor shall have no personal liability arising out of its execution and delivery of this Assignment.

The Assignee is hereby empowered, in the name of the Assignor, but at the Assignee's own cost, to sue for, collect and give acquittance for the foregoing, to the use of the Assignee, in which event the Assignee shall be obligated to indemnify and save harmless the Assignor from all costs and expenses incurred as a result of the exercise of any such power.

Assignor agrees to execute any such further documents that Assignee may deem necessary to more perfectly effect the intent of this Assignment, but any such other documents shall specifically provide that the Assignor shall incur no liability by virtue of its execution of said document or documents.

This Assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor's heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Assignor has signed and sealed this Assignment at

Fort Lauderdale, Florida this 9th day of August, 1975.

WITNESSES:

Richard G. Harris
Don Harris

Thomas R. Maccari
THOMAS R. MACCARI, joined by his wife,
Carol F. Maccari
CAROL F. MACCARI

RECORD & RETURN TO:
Goldberg, Young & Goldberg, P.A.
2881 E. Commercial Boulevard
Fort Lauderdale, Florida 33328

This instrument prepared by
ALAN J. GOLDBERG, ESQ.
Goldberg, Young & Goldberg, P.A.
2881 East Commercial Boulevard
Fort Lauderdale, Florida 33328

75 AUG 27 AM 11:19

OFF REC 6315 PAGE 439

NOT A PUBLIC RECORD ACCESS NUMBER COPY

IN WITNESS WHEREOF, the Assignor has signed and sealed this Assignment
at Fort Lauderdale, Florida, this 10th day of August, 1975.

WITNESSES:

[Signature]

Rudolph R. Maccari
RUDOLPH R. MACCARI, joined by his wife,

Nora B. Maccari
NORA B. MACCARI

STATE OF *Kentucky*
COUNTY OF *Shelby*

I HEREBY CERTIFY that on this day, before me, an officer duly authorized
in the State aforesaid and in the County aforesaid, to take acknowledgments, per-
sonally appeared THOMAS R. MACCARI, joined by his wife, CAROL E. MACCARI, to me
known to be the persons described in and who executed the foregoing instrument and
they acknowledged before me that they executed the same.

this 10th day of August, 1975.

My Commission Expires: 8-8-76

[Signature]
Notary Public



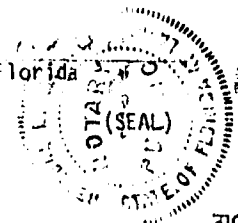
STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized
in the State aforesaid and in the County aforesaid, to take acknowledgments, per-
sonally appeared RUDOLPH R. MACCARI, joined by his wife, NORA B. MACCARI, to me
known to be the persons described in and who executed the foregoing instrument and
they acknowledged before me that they executed the same.

this 10th day of August, 1975.

My Commission Expires:

[Signature]
Notary Public - State of Florida



NOTARY PUBLIC STATE OF FLORIDA AS LARGE
MY COMMISSION EXPIRES JAN. 19, 1979
BONDED TO THE GENERAL INSURANCE CO. OF FLA. 1163

OFF REC 6315 PAGE 140

EXHIBIT "A"

DESCRIPTION:

A parcel of land in Section 11, Township 49 South, Range 41 East, said parcel including a portion of Tract 15 in said Section 11, according to the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4 at Page 31 of the Public Records of Broward County, Florida, and being more particularly described as follows: Commencing on the South line of said Section 11, at an intersection with the Southerly projection of a line 880 feet East of, as measured at right angles, and parallel with the West line of said Tract 15; thence run North $0^{\circ} 06' 02''$ West, (on an assumed bearing) 163.03 feet along said parallel line and its projection; thence run North $89^{\circ} 02' 05''$ West 40.01 feet parallel with said South line of Section 11, to the Point of Beginning; thence continue North $89^{\circ} 02' 05''$ West 360.61 feet along said parallel line, to a point of intersection with a curve running Northwesterly to the left, a radial at said point bearing South $86^{\circ} 00' 40''$ West; thence run Northwesterly 159.31 feet along the arc of said curve to the left, having a radius of 921.83 feet, a central angle of $9^{\circ} 54' 07''$ to an intersection with a line 455 feet East of, as measured at right angles and parallel to said West line of Tract 15; thence run North $0^{\circ} 06' 02''$ West 135.28 feet along said parallel line; thence run South $89^{\circ} 02' 05''$ East 385.06 feet parallel with said South line of said Section 11, to an intersection with a line 840 feet East of, as measured at right angles, and parallel to said West line of Tract 15; thence run South $0^{\circ} 06' 02''$ East 292.05 feet along said parallel line, to the Point of Beginning.

Said lands situate in Broward County, Florida, and containing 2.52862 acres, more or less.

RECORDED IN PLAT BOOK
NO. 4 AT PAGE 31
B. R. KAUTH
Surveyor

OFF. 6315 PAGE 441

EXHIBIT G

Assignment of Lease to Shaker Village Condominium Association, Inc.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
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WILL CALL

RECORD & RETURN TO: ✓
Goldberg, Young, Goldberg & Borkson, P.A.
2881 E. Commercial Boulevard
Fort Lauderdale, Florida 33308

ASSIGNMENT OF LEASE

79-234551

KNOW ALL MEN BY THESE PRESENTS, that SHAKER VILLAGE RECREATION, INC., a Florida corporation, hereinafter referred to as "ASSIGNOR", that in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, has granted, bargained, sold, assigned and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as "ASSIGNEE", all of its right, title and interest as Lessor in and to that certain Recreation Lease, dated March 29, 1973, and recorded in Official Records Book 5224, at Page 225, of the Public Records of Broward County, Florida, covering the following described property, to wit:

19 AUG 2 PM 4:30

(See Exhibit "A" attached hereto and made a part hereof.)

The above said ASSIGNEE accepts the foregoing Assignment and joins in this instrument for the purpose of expressly assuming and agreeing to all of the terms and acknowledging from this date forward that the ASSIGNOR from this date forward is relieved of all duties and obligations contained in said Lease.

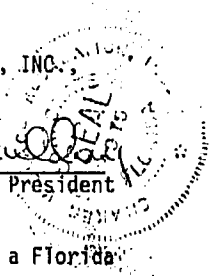
IN WITNESS WHEREOF, SHAKER VILLAGE RECREATION, INC., a Florida corporation, the ASSIGNOR herein, has caused this Assignment of Lease to be executed this 31st day of July, 1979.

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

SHAKER VILLAGE RECREATION, INC., a Florida corporation

By: *[Signature]*
LAURENCE A. MULLINS, Vice President



IN WITNESS WHEREOF, SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, the ASSIGNEE herein, has caused this Assignment of Lease to be executed this 31st day of July, 1979.

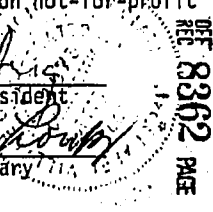
Signed, sealed and delivered in the presence of:

[Handwritten signatures]

SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit

By: *[Signature]*
GEORGE F. EINBERG, Vice President

By: *[Signature]*
IRVING STEINHOUSE, Secretary

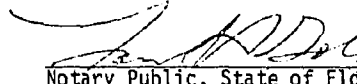


REF 8362 PAGE 59

1300 R

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:


The foregoing instrument was acknowledged before me this 31st day of July, 1979, by LAURENCE A. MULLINS, Vice President of SHAKER VILLAGE RECREATION, INC., a Florida corporation, on behalf of the corporation.


Notary Public, State of Florida at Large
(Notary Seal)

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 29, 1979
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing instrument was acknowledged before me this 31st day of July, 1979, by GEORGE FEINBERG and IRVING STEINHOUSE, Vice President and Secretary, respectively, of SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation.


Notary Public, State of Florida at Large
(Notary Seal)

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 29, 1979
BONDED THRU GENERAL INS. UNDERWRITERS

REC 8362 PAGE 60

DESCRIPTION: RECREATION PARCEL NO. 1 - MAIN RECREATION AREA

A parcel of land in Section 11, Township 49 South, Range 41 East, said parcel including a portion of Tract 15 in said Section 11, according to the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4 at Page 31 of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing on the South line of said Section 11, at an intersection with the Southerly projection of a line 880 feet East of, as measured at right angles, and parallel with the West line of said Tract 15; thence run North 0° 06' 02" West, (on an assumed bearing), 163.03 feet along said parallel line and its projection; thence run North 89° 02' 05" West 40.01 feet parallel with said South line of Section 11, to the Point of Beginning; thence continue North 89° 02' 05" West 360.61 feet along said parallel line, to a point of intersection with a curve running Northwesterly to the left, a radial at said point bearing South 86° 00' 40" West; thence run Northwesterly 159.31 feet along the arc of said curve to the left, having a radius of 921.83 feet, a central angle of 9° 54' 07" to an intersection with a line 455 feet East of, as measured at right angles and parallel to said West line of Tract 15; thence run North 0° 06' 02" West 135.28 feet along said parallel line; thence run South 89° 02' 05" East 385.06 feet parallel with said South line of said Section 11, to an intersection with a line 840 feet East of, as measured at right angles, and parallel to said West line of Tract 15; thence run South 0° 06' 02" East 292.05 feet along said parallel line, to the Point of Beginning.

Said lands situate in Broward County, Florida, and containing 2.52862 acres, more or less.

REF 8362 PAGE 61

EXHIBIT A

DESCRIPTION: RECREATION PARCEL NO. 2 - MEACHAM PARK

A parcel of land in the S1/2 of Section 11, Township 49 South, Range 41 East, said parcel including a portion of Tracts 10 and 15; Section 11, according to the FORT LAUDERDALE TRUCK FARMS SUBDIVISION, as recorded in Plat Book 4 at Page 31 of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection, to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36", run Northwesterly 353.85 feet, to a point of tangency; thence run North 22° 05' 38" West 561.46 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 857.03 feet and a central angle of 30°, run Northwesterly and Northeasterly 448.74 feet, to a point of tangency; thence run North 7° 54' 22" East 373.01 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 489.65 feet and a central angle of 41° 56' 24", run Northeasterly and Northwesterly 358.43 feet, to a point of tangency; thence run North 34° 02' 02" West 57.50 feet along the tangent extended, to a point of curvature of a curve running Southeasterly to the left, and the Point of Beginning; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 90°, run Southeasterly, and Northeasterly 39.27 feet, to a point of tangency; thence run North 55° 57' 58" East 134.07 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 75 feet and a central angle of 56° 04' 00", run Northeasterly 73.39 feet, to a point of tangency; thence run North 0° 06' 02" West 74.29 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 27.50 feet and a central angle of 88° 56' 00", run Northwesterly 42.69 feet, to a point of tangency; thence run North 89° 02' 02" West 175.27 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 156.48 feet and a central angle of 13° 30' 00" run Westerly 36.87 feet, to a point of tangency; thence run South 77° 27' 58" West 11.95 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 94° 05' 21", run Southwesterly, Southeasterly 41.05 feet, to a point of compound curvature; thence along the arc of a curve to the left, having a radius of 550.89 feet and a central angle of 17° 24' 39" run Southeasterly 167.40 feet, to a point of tangency; thence run South 34° 02' 02" East 43.82 feet along the tangent extended, to the Point of Beginning.

Said lands situate in Broward County, Florida.

EXHIBIT A

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

PAGE TWO OF TWO PAGES

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EXHIBIT H

Deed from Developer to Association

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
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NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

WILL CALL

RECORD & RETURN TO: ✓✓
Goldberg, Young, Goldberg & Borkson, P.A.
2881 E. Commercial Boulevard
Fort Lauderdale, Florida 33303

QUIT-CLAIM DEED
FROM CORPORATION

RAMCO FORM 42

79-248047

This Quit-Claim Deed, Executed this 31st day of July, A. D. 1979, by
SHAKER VILLAGE PROPERTIES, INC., a Florida corporation,

a corporation existing under the laws of Florida, and having its principal place of
business at 2801 Deer Creek Country Club Boulevard, Deerfield Beach, Florida 33441
first party, to

SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit
whose postoffice address is 40 Meacham Lane, Tamarac, Florida 33319

second party:

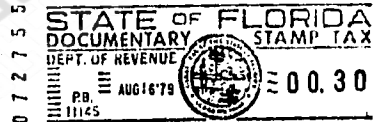
(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal
representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context
so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being
in the County of Broward State of Florida, to wit:

Those properties described upon Exhibits A, B, C, and D
attached hereto and made a part hereof.

SUBJECT TO easements, covenants, conditions, restrictions, reservations,
limitations and dedications of record; taxes for the year 1979 and subsequent
years; and applicable zoning ordinances.

SUBJECT TO that certain agreement between Sidon Associates, Inc., a Florida
corporation, and Shaker Village Properties, Inc., recorded on May 17, 1978
in Official Records Book 7568 at Page 385, of the Public Records of Broward
County, Florida.



To Have and to Hold the same together with all and singular the appurtenances thereunto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
second party forever.

In Witness Whereof the said first party has caused these pres-
ents to be executed in its name, and its corporate seal to be hereunto affixed,
by its proper officers thereunto duly authorized, the day and year first above
written.

(CORPORATE SEAL)

SHAKER VILLAGE PROPERTIES, INC.,
a Florida corporation.

ATTEST: _____
Secretary

Signed, sealed and delivered in the presence of:

[Signatures]

[Signature]
LAWRENCE A. MULLINS, Vice President

STATE OF Florida
COUNTY OF Broward

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

personally appeared LAURENCE A. MULLINS, Vice President of Shaker Village Properties, Inc.,

well known to me to be the Vice President and respectively of the corporation named as first party
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses, each and separately,
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of July, 1979.

This instrument prepared by:

Address

[Signature]
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 29, 1979
MONICED THRU GENERAL INS. UNDERWRITERS

79 AUG 15 PM 3:53

REF 8385 PAGE 679

NOT AN OFFICIAL COPY

DESCRIPTION: THE COMMONS

A portion of Tracts 10, 11 and 15 of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 11, Township 49 South, Range 41 East, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 11; thence N 89° 02' 05" W, along the South line of said Section 11, a distance of 1759.85 feet to a point 880.0 feet East of the West line of said Tract 15; thence N 00° 06' 02" W, along a line 880.0 feet East of, as measured at right angles to the West line of said Tract 15, a distance of 53.01 feet; thence N 89° 02' 05" W, along a line parallel with and 53.0 feet North of, as measured at right angles to the South line of said Section 11, a distance of 458.49 feet to the Point of Beginning of this description; thence N 00° 06' 02" W, a distance of 46.43 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 1136.63 feet, an arc distance of 436.31 feet to the Point of Tangency; thence N 22° 05' 38" W, a distance of 458.54 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 897.03 feet, an arc distance of 469.68 feet to the Point of Tangency; thence N 07° 54' 22" E, a distance of 373.01 feet to the Point of Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 449.65 feet, an arc distance of 329.14 feet to the Point of Tangency; thence N 34° 02' 02" W, a distance of 101.32 feet to the Point of Curvature of a circular curve to the right; thence Westerly and Northerly, along the arc of said curve, having a radius of 590.89 feet, an arc distance of 360.95 feet to the Point of Tangency; thence N 00° 57' 58" E, a distance of 90.0 feet; thence S 89° 02' 02" E, along a line parallel with and 40.0 feet South of, as measured at right angles to the centerline of that 30-foot Road Right-of-Way between Tracts 6 and 11 of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION, a distance of 40.0 feet; thence S 00° 57' 58" W, a distance of 90.0 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 101.32 feet to the Point of Tangency; thence S 34° 02' 02" E, a distance of 101.32 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southerly, along the arc of said curve, having a radius of 489.65 feet, an arc distance of 358.42 feet to the Point of Tangency; thence S 07° 54' 22" W, a distance of 373.01 feet to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly along the arc of said curve, having a radius of 857.03 feet, an arc distance of 448.74 feet to the Point of Tangency; thence S 22° 05' 38" E, a distance of 561.46 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southerly, along the arc of said curve, having a radius of 921.83 feet, an arc distance of 353.85 feet to the Point of Tangency; thence S 00° 06' 02" E, a distance of 47.54 feet; thence N 89° 02' 05" W, along a line parallel with and 53.0 feet North of, as measured at right angles to the South line of said Section 11, a distance of 60.0 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

EXHIBIT A

8385 680

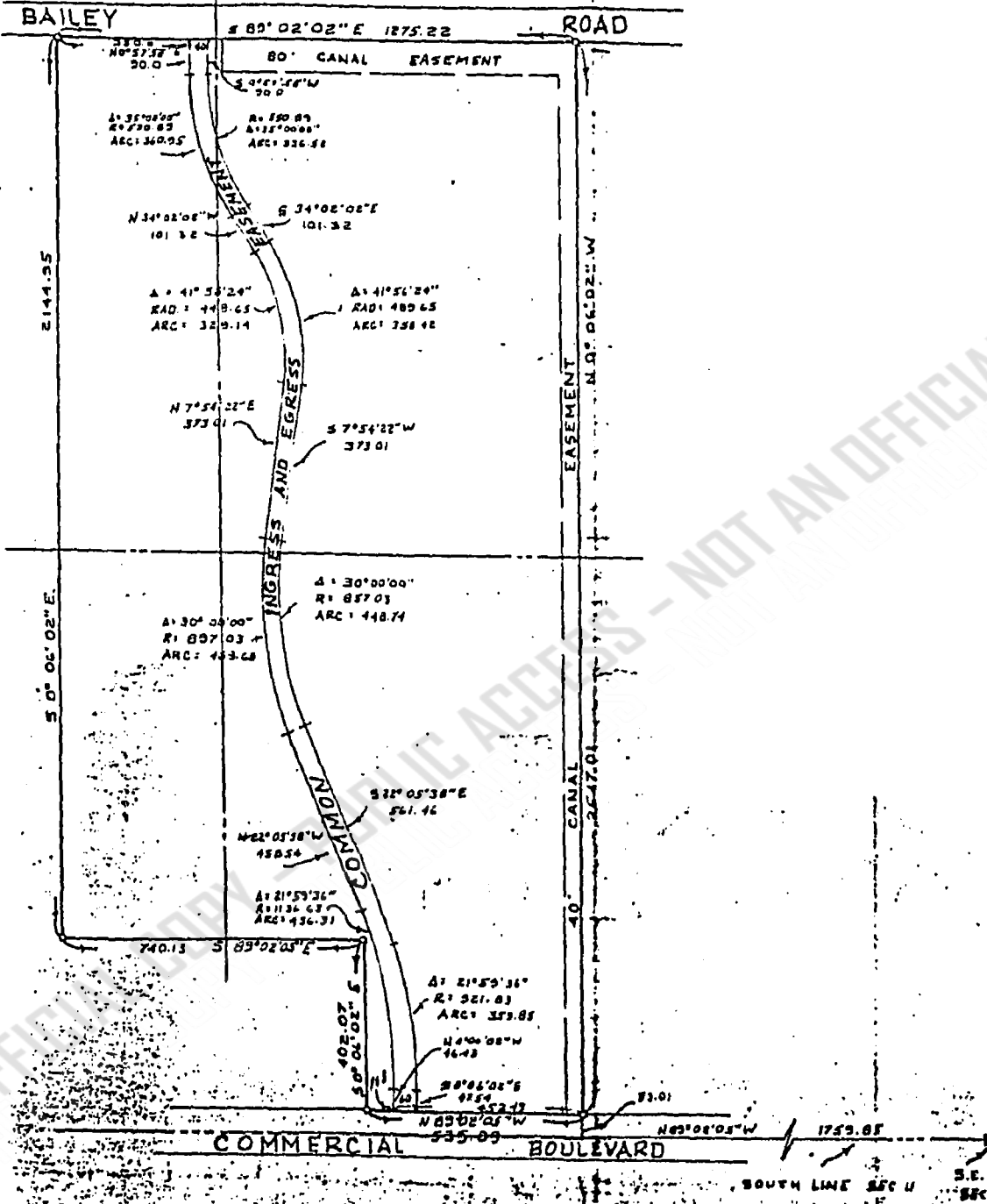


EXHIBIT A

OFF REC 8385 PAGE 681

DESCRIPTION: INTERIOR ROADWAYS - Consisting of five (5) parcels of land numbered 1 through 5 indicated upon the sketch attached to this Exhibit as pages 7 through 9 and specifically described as follows:

A parcel of land in the S1/2 of Section 11, Township 49 South, Range 41 East, said parcel including portions of Tracts 10, 11 and 15 in said Section 11, according to the FORT LAUDERDALE TRUCK FARMS SUBDIVISION, as recorded in Plat Book 4 at Page 31 of the Public Records of Broward County, Florida, and being more particularly described as follows:

PARCEL NO. 1

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection, to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36" run Northwesterly 353.85 feet, to a point of tangency; thence run North 22° 05' 38" West 73.92 feet along the tangent extended, to a point of curvature of a curve to the right, and the Point of Beginning; thence run Northwesterly and Northeasterly 39.91 feet along the arc of said curve to the right, having a radius of 25 feet and a central angle of 91° 28' 33", to a point of compound curvature; thence along the arc of a curve to the right, having a radius of 141.88 feet and a central angle

EXHIBIT B

PAGE ONE OF NINE PAGES

DEF 8385 PAGE 682

of 20° 31' 03", run Easterly 50.81 feet, to a point of tangency; thence run North 89° 53' 58" East 241.55 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southeasterly 27.49 feet, to a point of tangency; thence run South 0° 06' 02" East 87.79 feet along the tangent extended to an intersection with a line 455 feet North of, as measured at right angles and parallel to said South line of Section 11; thence run South 89° 02' 05" East 25 feet along said parallel line; thence run North 0° 06' 02" West 318.23 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Northeasterly 27.49 feet, to a point of tangency; thence run North 89° 53' 58" East 60.50 feet along the tangent extended; thence run North 0° 06' 02" West 25 feet; thence run South 89° 53' 58" West 378.39 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 244.08 feet and a central angle of 21° 59' 36", run Southwesterly 93.36 feet, to a point of tangency; thence run South 67° 54' 22" West 39.06 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northwesterly 39.27 feet, to a point of tangency; thence run South 22° 05' 38" East 75 feet, to a point of curvature of a curve running Northeasterly to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency; thence run North 67° 54' 22" East 39.06 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 218.08 feet and a central angle of 21° 59' 36", run Northeasterly 83.71 feet, to a point of tangency; thence run North 89° 53' 58" East 257.89 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southeasterly 27.49 feet, to a point of tangency; thence run South 0° 06' 02" East 170 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southwesterly 27.49 feet, to a point of tangency; thence run South 89° 53' 58" West 241.55 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 166.88 feet and a central angle of 21° 05' 40", run Southwesterly 61.44 feet, to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 25 feet and a central angle of 89° 06' 04", run Northwesterly 38.88 feet; thence run South 22° 05' 38" East 75 feet, to the Point of Beginning.

PARCEL NO. 2

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection, to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36", run Northwesterly 353.85 feet, to a point of tangency; thence run North 22° 05' 38" West 523.94 feet along the tangent extended, to a point of curvature of a curve to the right and the Point of Beginning; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency; thence run North 67° 54' 22" East 87.78 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 193.35 feet and a central angle of 21° 59' 36", run Easterly 74.22 feet, to a point of tangency; thence run North 89° 53' 58" East 306.61 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southeasterly 27.49 feet, to a point of tangency; thence run South 0° 06' 02" East 65 feet along the tangent extended; thence run North 89° 53' 58"

OFF REC 8385 PAGE 683

EXHIBIT B

PAGE TWO OF NINE PAGES

East 25 feet; thence run North 0° 06' 02" West 410 feet; thence run South 89° 53' 58" West 25 feet; thence run South 0° 06' 02" East 60 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southwesterly 27.49 feet, to a point of tangency; thence run South 89° 53' 58" West 275.13 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 62.50 feet and a central angle of 82° 00' 24" run Northwesterly 89.46 feet, to a point of tangency; thence run North 8° 05' 38" West 193.95 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 87.50 feet and a central angle of 74°, run Northwesterly 113.01 feet, to a point of tangency; thence run North 82° 05' 38" West 53.48 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northwesterly and Northeasterly 39.27 feet, to a point of tangency; thence run South 7° 54' 22" West 75 feet, to a point of curvature of a curve running Northeasterly to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency; thence run South 82° 05' 38" East 53.48 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 62.5 feet and a central angle of 74° run Southeasterly 80.72 feet, to a point of tangency; thence run South 8° 05' 38" East 193.95 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 87.5 feet and a central angle of 82° 00' 24", run Southeasterly 125.24 feet, to a point of tangency; thence run North 89° 53' 58" East 275.13 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southeasterly 27.49 feet, to a point of tangency; thence run South 0° 06' 02" East 165 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southwesterly 27.49 feet, to a point of tangency; thence run South 89° 53' 58" West 306.61 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 218.35 feet and a central angle of 21° 59' 36", run Southwesterly 83.81 feet, to a point of tangency; thence run South 67° 54' 22" West 86.93 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 92° 34' 59", run Northwesterly 40.40 feet, to a point of intersection with the arc of a curve running Southeasterly to the left, a radial at said point bearing North 65° 19' 23" East; thence along the arc of said curve to the left, having a radius of 857.03 feet and a central angle of 2° 34' 59", run Southeasterly 38.64 feet, to a point of tangency; thence run South 22° 05' 38" East 37.50 feet along the tangent extended, to the Point of Beginning.

PARCEL NO. 3

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 830 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection, to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36", run Northwesterly 353.85 feet, to a point of tangency; thence run North 22° 05' 38" West 561.46 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 857.03 feet and a central angle of 30°, run Northwesterly and Northeasterly 448.74 feet, to a point of tangency; thence run North 7° 54' 22" East 355.51 feet along the tangent extended, to a point of curvature of a curve to the right and the Point

of Beginning; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency; thence run South 82° 05' 38" East 7.37 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 298.27 feet and a central angle of 8° 00' 24", run Easterly 41.68 feet, to a point of tangency; thence run North 89° 53' 58" East 183.19 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90° run Southeasterly 39.27 feet, to a point of tangency; thence run South 0° 06' 02" East 242.50 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southwesterly 27.49 feet, to a point of tangency; thence run South 89° 53' 58" West 30 feet along the tangent extended; thence run South 0° 06' 02" East 25 feet; thence run North 89° 53' 58" East 385 feet; thence run North 0° 06' 02" West 25 feet; thence run South 89° 53' 58" West 290 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Northwesterly 27.49 feet, to a point of tangency; thence run North 0° 06' 02", West 242.50 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northeasterly 39.27 feet, to a point of tangency; thence run North 89° 53' 58" East 160 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Southeasterly 39.27 feet, to a point of tangency; thence run South 0° 06' 02" East 242.50 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Southwesterly 27.49 feet, to a point of tangency; thence run North 89° 53' 58" East 60 feet, to a point of curvature of a curve running Northwesterly to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 90°, run Northwesterly 27.49 feet, to a point of tangency; thence run North 0° 06' 02" West 400 feet along the tangent extended; thence run South 89° 53' 58" West 25 feet; thence run South 0° 06' 02" East 82.50 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Southwesterly 39.27 feet, to a point of tangency; thence run South 89° 53' 58" West 408.19 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 273.27 feet and a central angle of 8° 00' 24", run Westerly 38.19 feet, to a point of tangency; thence run North 82° 05' 38" West 10.59 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 83° 35' 07", run Northwesterly and Northeasterly 36.47 feet, to a point of intersection with the arc of a curve running Southwesterly to the right, a radial at said point bearing North 88° 30' 31" West; thence along the arc of said curve to the right, having a radius of 489.65 feet and a central angle of 6° 24' 53", run Southwesterly 54.83 feet, to a point of tangency; thence run South 7° 54' 22" West 17.50 feet along the tangent extended, to the Point of Beginning.

PARCEL NO. 4

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection; to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36" run Northwesterly 353.85 feet, to a point of tangency; thence run North 22°

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05' 38" West 561.46 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 857.03 feet and a central angle of 30°, run Northwesterly and Northeasterly 448.74 feet, to a point of tangency; thence run North 7° 54' 22" East 373.01 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 489.65 feet and a central angle of 19° 49' 18", run Northwesterly 169.41 feet, to a point of reverse curvature and the Point of Beginning; thence along the arc of a curve to the right, having a radius of 25 feet and a central angle of 85° 49' 17", run Northeasterly 37.45 feet, to a point of tangency; thence run North 73° 54' 22" East 23.06 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 414.6 feet and a central angle of 15° 59' 36" run Easterly 115.73 feet, to the point of tangency; thence run North 89° 53' 58" East 371.95 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Southeasterly 39.27 feet, to a point of tangency; thence run South 0° 06' 02" East 52.50 feet along the tangent extended; thence run North 89° 53' 58" East 25 feet; thence run North 0° 06' 02" West 576.67 feet; thence run North 89° 02' 02" West 25 feet; thence run South 0° 06' 02" East 449.63 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 25 feet and a central angle of 90°, run Southwesterly 39.27 feet, to a point of tangency; thence run South 89° 53' 58" West 150 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Northwesterly 39.27 feet, to a point of tangency; thence run North 0° 06' 02" West 320.39 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 91° 04' 00", run Northeasterly 39.74 feet to a point of tangency; thence run South 89° 02' 02" East 157.38 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 17.50 feet and a central angle of 88° 56' 00", run Southeasterly 27.16 feet; thence run North 0° 06' 02" West 60.0 feet, to a point of curvature of a curve running Southwesterly to the right; thence along the arc of said curve to the right, having a radius of 17.5 feet and a central angle of 91° 04' 00", run Southwesterly 27.82 feet, to a point of tangency; thence run North 89° 02' 02" West 279.48 feet along the tangent extended; thence run South 0° 57' 58" West 25 feet; thence run South 89° 02' 02" East 48.19 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 88° 56' 00", run Southeasterly 38.80 feet, to a point of tangency; thence run South 0° 06' 02" East 346.79 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 90°, run Southwesterly 39.27 feet, to a point of tangency; thence run South 89° 53' 58" West 109.45 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 439.60 feet and a central angle of 15° 59' 36", run Southwesterly 128.29 feet, to a point of tangency; thence run South 73° 54' 22" West 23.06 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 85° 49' 17", run Northwesterly 37.45 feet, to an intersection with the arc of a curve running Southwesterly to the right, a radial at said point bearing South 69° 43' 38" West; thence along the arc of said curve to the right having a radius of 489.65 feet and a central angle of 8° 21' 26" run Southeasterly 71.42 feet, to the Point of Beginning.

PARCEL NO. 5

Commencing on said South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East, of , as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection, to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11;

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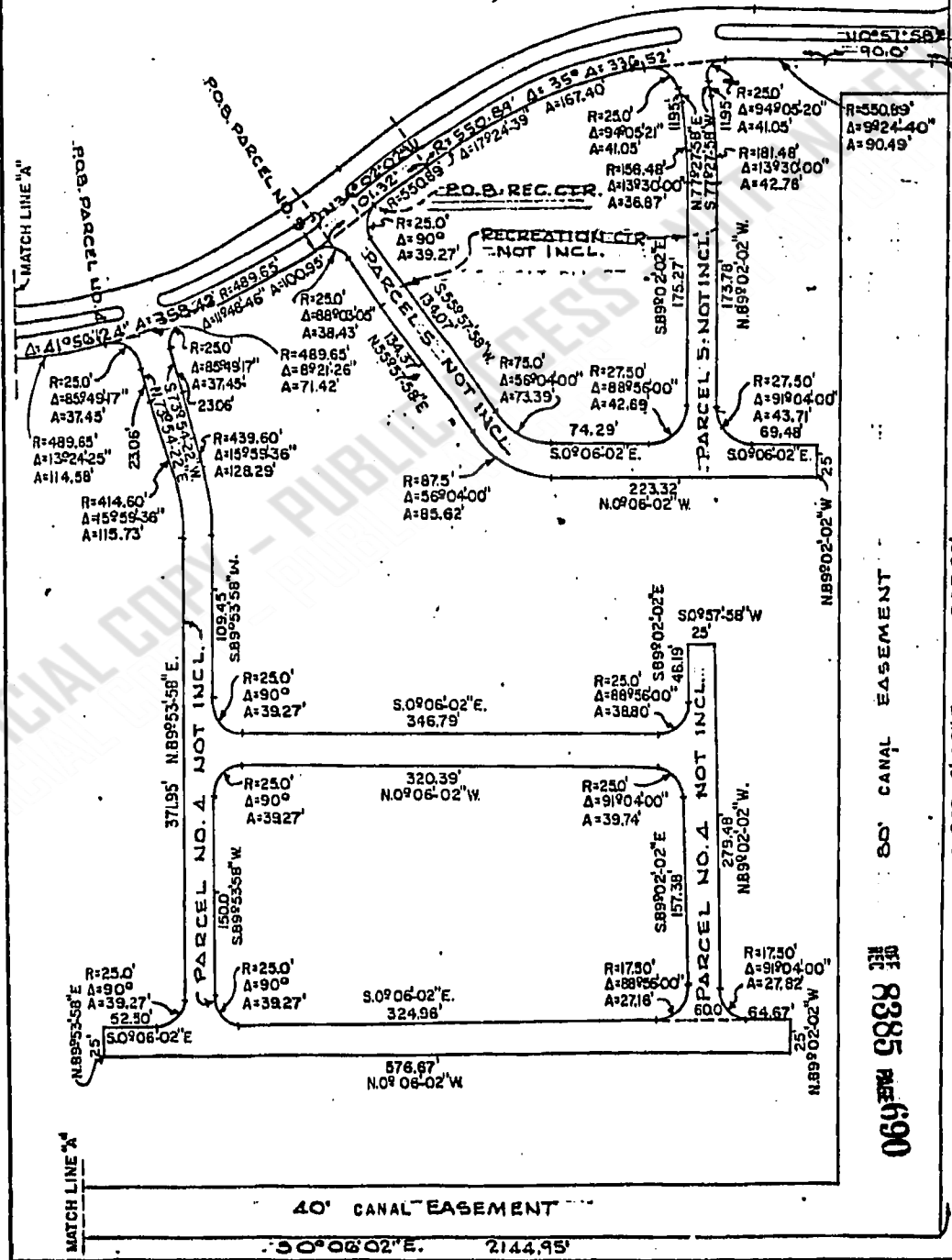
thence run North 89°02'05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36", run Northwesterly 353.85 feet, to a point of tangency; thence run North 22° 05' 38" West 561.46 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 857.03 feet and a central angle of 30°, run Northwesterly and Northeasterly 448.74 feet, to a point of tangency; thence run North 7° 54' 22" East 373.01 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 489.65 feet and a central angle of 39° 59' 29", run Northeasterly and Northwesterly 341.77 feet, to a point of curvature of a curve to the right, and the Point of Beginning; thence along the arc of said curve to the right having a radius of 25 feet and a central angle of 88° 03' 05", run Northeasterly 38.43 feet, to a point of tangency; thence run North 55° 57' 58" East 134.37 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of a curve to the left, having a radius of 87.5 feet and a central angle of 56° 04' 00", run Northeasterly 85.62 feet, to a point of tangency; thence run North 0° 06' 02" West 223.32 feet along the tangent extended; thence run North 89° 02' 02" West 25 feet; thence run South 0° 06' 02" East 69.48 feet, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 27.50 feet and a central angle of 91° 04' 00", run Southwesterly 43.71 feet, to a point of tangency; thence run North 89° 02' 02" West 173.78 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 181.48 feet and a central angle of 13° 30' 00", run Southwesterly 42.76 feet, to a point of tangency; thence run South 77° 27' 58" West 11.95 feet along the tangent extended, to the Point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 25 feet and a central angle of 94° 05' 20", run Northwesterly 41.05 feet, to a point of intersection with the arc of a curve running Southeasterly to the left, a radial at said point bearing North 81° 33' 58" East; thence along the arc of said curve to the left, having a radius of 550.89 feet and a central angle of 8° 11' 58", run Southeasterly 78.84 feet to a point of curvature of a curve running Northeasterly to the right; thence along the arc of said curve to the right having a radius of 25 feet, a central angle of 94° 05' 21", run Northeasterly 41.05 feet to a point of tangency; thence run North 77° 27' 58" East 11.95 feet to the point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 156.48 feet, a central angle of 13° 30' 00", run Easterly 36.87 feet to a point of tangency; thence run South 89° 02' 02" East along the tangent extended 175.27 feet to the Point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 27.5 feet, a central angle of 88° 56' 00" run Southeasterly 42.69 feet to a point of tangency; thence run South 0° 06' 02" East along the tangent extended 74.29 feet to the point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 75 feet, a central angle of 56° 04' 00", run Southwesterly 73.39 feet to the Point of tangency; thence run South 55° 57' 58" West 134.07 feet to the point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 25 feet, a central angle of 90°, run Northwesterly 39.27 feet to the point of tangency; thence run South 34° 02' 02" East 57.50 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 489.65 feet and a central angle of 1° 56' 55", run Southeasterly 16.65 feet to the Point of Beginning.

EXHIBIT B

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SCALE 1"=100'



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REF 9385 FILE 690

S. PARCEL NO. 5

DESCRIPTION: WEST ENTRANCE PARCEL

A parcel of land in the S1/2 Of Section 11, Township 49 South, Range 41 East, said parcel including a portion of Tract 15 in said Section 11, according to the FORT LAUDERDALE TRUCK FARMS SUBDIVISION, as recorded in Plat Book 4 at Page 31 of the Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 11; thence N 89° 02' 05" W, along the South line of said Section 11, a distance of 1759.85 feet to a point 390.0 feet East of the West line of said Tract 15; thence N 00° 06' 02" W, along a line 880.0 feet East of, as measured at right angles to the West line of said Tract 15, a distance of 53.01 feet; thence N 89° 02' 05" W, along a line parallel with and 53.0 feet North of, as measured at right angles to, the South line of said Section 11, a distance of 458.50 feet to the Point of Beginning of this description; thence continue N 89° 02' 05" W, along the last described course, a distance of 76.58 feet to an intersection with a line 345.0 feet East of, as measured at right angles to and parallel with the West line of said Tract 15; thence N 00° 06' 02" W, along a line parallel with and 345.0 feet East of, as measured at right angles to the West line of said Tract 15, a distance of 402.07 feet; thence S 89° 02' 05" E, along a line parallel with and 455 feet North of, as measured at right angles to the South line of said Section 11, a distance of 19.45 feet to a point on the arc of a circular curve to the right, whose radius point bears S 71° 36' 53" W, from said point; thence Easterly and Southerly along the arc of said curve, having a radius of 1136.63 feet, an arc distance of 362.84 feet to the Point of Tangency; thence S 00° 06' 02" E, a distance of 46.43 feet to the Point of Beginning.

EXHIBIT C

OFF REC 8385 PAGE 691

DESCRIPTION: EAST ENTRANCE PARCEL

A parcel of land in Section 11, Township 49 South, Range 41 East, said parcel including a portion of Tract 15, in said Section 11, according to the Plat of PORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing on the South line of said Section 11, at an intersection with the Southerly projection of a line 880.00 feet East of, as measured at right angles to and parallel with the West line of said Tract 15; thence N 00° 06' 02" W, (on an assumed bearing), a distance of 163.03 feet along said parallel line, and its projection; thence N 89° 02' 05" W, a distance of 40.01 feet, parallel with said South line of said Section 11, to the Point of Beginning of this Description; thence continue N 89° 02' 05" W, along the last described course, a distance of 360.61 feet to a point on the arc of a circular curve to the right; thence Southerly, along the arc of said curve, having a radius of 921.83 feet, an arc distance of 62.56 feet to the Point of Tangency; thence S 00° 06' 02" E, a distance of 47.54 feet; thence S 89° 02' 05" E, along a line parallel with and 53.0 feet North of the South line of said Section 11, a distance of 358.48 feet; thence N 00° 06' 02" W, a distance of 110.02 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

EXHIBIT D

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

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EXHIBIT I

Example Deed to Owner After Transfer of Property to Association Showing Lease No Longer
Applicable to Unit Owners

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NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

80-362503

Return to and Prepared by:
LAWRENCE J. COFAR
Moraitis and Cofar
2631 East Oakland Park Blvd.
Suite 208, Oak Bay Building
P.O. Box 11104
Fort Lauderdale, FL 33339

WARRANTY DEED

Dis. 40

THIS INDENTURE, made this 1st day of DECEMBER, 1980, between SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, of the County of Broward, State of Florida, grantor, and HORACE H. BENTE and KATHRYN B. BENTE, his wife, whose post office address is 6233 NW 1st Street, Miami, Fla. of the County of Broward, State of Florida, grantee.

WITNESSETH:

That said grantor, for and in consideration of the usm of Ten Dollars (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to wit:

An undivided one/three hundred fifty-eights (1/358) interest in and to the following described property:

SEE ATTACHED EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

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

Grantor and grantee, by delivery and acceptance of this Deed, hereby covenant and agree on behalf of themselves, their personal representatives, heirs and assigns as follows:

1. Grantee does hereby waive, surrender and release any and all right of grantee to the remedy of partition, division or separation of grantee's undivided interest herein attained from the whole interest in said property, unless the owners of not less than seventy-five percent (75%) of the undivided interests in said property shall approve of said partition, division or separation in writing.

2. Grantee, for itself, its personal representaive, heirs and assigns, and for all parties who may claim by, through or under grantee, does hereby irrevocably designate grantor as its agent to manage, control and operate grantee's undivided 1/358 interest in the same manner as though such was a common element of Shaker Village Condominium, Phase I, and to assess and collect from the grantee as a common expense grantee's undivided 1/358 portion of all insurance costs, taxes, maintenance and expenses of all kinds, types and descriptions indcident to said property, including the cost of any additions and improvements thereto.

3. This 1/358 undivided interest shall always and without exception be conveyed as part of, and simultaneously with, grantee's Townhouse Unit. No 67, Building 31, in SHAKER VILLAGE CONDOMINIUM, PHASE I, according to the Declaration of Condominium thereof recorded in Official Records Book 5224, page 154, of the Public Records of Broward County, Florida, the same to be considered as an appurtenance thereto. Grantee covenants and agrees that the undivided 1/358 interest in and to the property above described shall never be sold or conveyed separate and apart, or divided from, grantee's condominium unit. However, said undivided interest shall be conveyed to grantor for the purpose of submitting one hundred percent (100%) of all undivided interests in the Property to the condominium form of ownership as a common element of Shaker Village Condominium, Phase I upon request in writing to do so being received by the unit owner from the Association.

Dec 3 1980

REC 9290 PAGE 332

STATE OF FLORIDA
DOCUMENTARY RECORDS
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4. Grantee acknowledges and agrees that grantee neither has, nor shall have, nor has he acquired in this Deed, any right, title or interest in and to any interest which grantor has in that certain Lease which is recorded in Official Records Book 5224, page 225, of the Public Records of Broward County, Florida, nor to any rents, profits or other revenues or moneys derived, or to be derived, therefrom.

5. Grantor, for itself, its personal representative, heirs and assigns, covenants and agrees that should grantor transfer any other interests in the property above described, such conveyance shall be on the same terms and conditions with respect to the use of the property as the owner presently holds said property. Further, such conveyances shall not affect, hinder or jeopardize the use of the property as a recreation area to be used by the unit owners, guests and invitees of units in the Shaker Village Condominium, Phase I.

6. The grantor is the lessor pursuant to the terms of that certain Recreation Lease dated March 29, 1973, and recorded in Official Records Book 5224, page 225, of the Public Records of Broward County, Florida, covering the property described herein, as a result of an Assignment of Lease from Shaker Village Recreation, Inc., a Florida corporation, recorded August 2, 1979, in Official Records Book 8362, page 59, of the Public Records of Broward County, Florida. The grantor agrees and acknowledges that the lease is terminated, cancelled and discharged as to the grantee and the grantee's personal representative, heirs and assigns, and the grantee and their personal representative, heirs and assigns shall hereafter not be subject to the terms and conditions of the lease, nor liable to the grantor or its successors or assigns for any moneys, rents or other leasehold obligations set forth in the lease. Grantor hereby specifically releases, discharges and waives and right, title, interest, claim, or demand which it may have in and to the condominium unit owned by the grantee for any obligations due under the terms of the lease and does agree that the pledge of the condominium unit for payment of obligations under the terms of the lease is cancelled and said apartment unit is released from any right, claim or demand of the lessor under the lease.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC. a Florida corporation not for profit

By Charles D. Blevins President

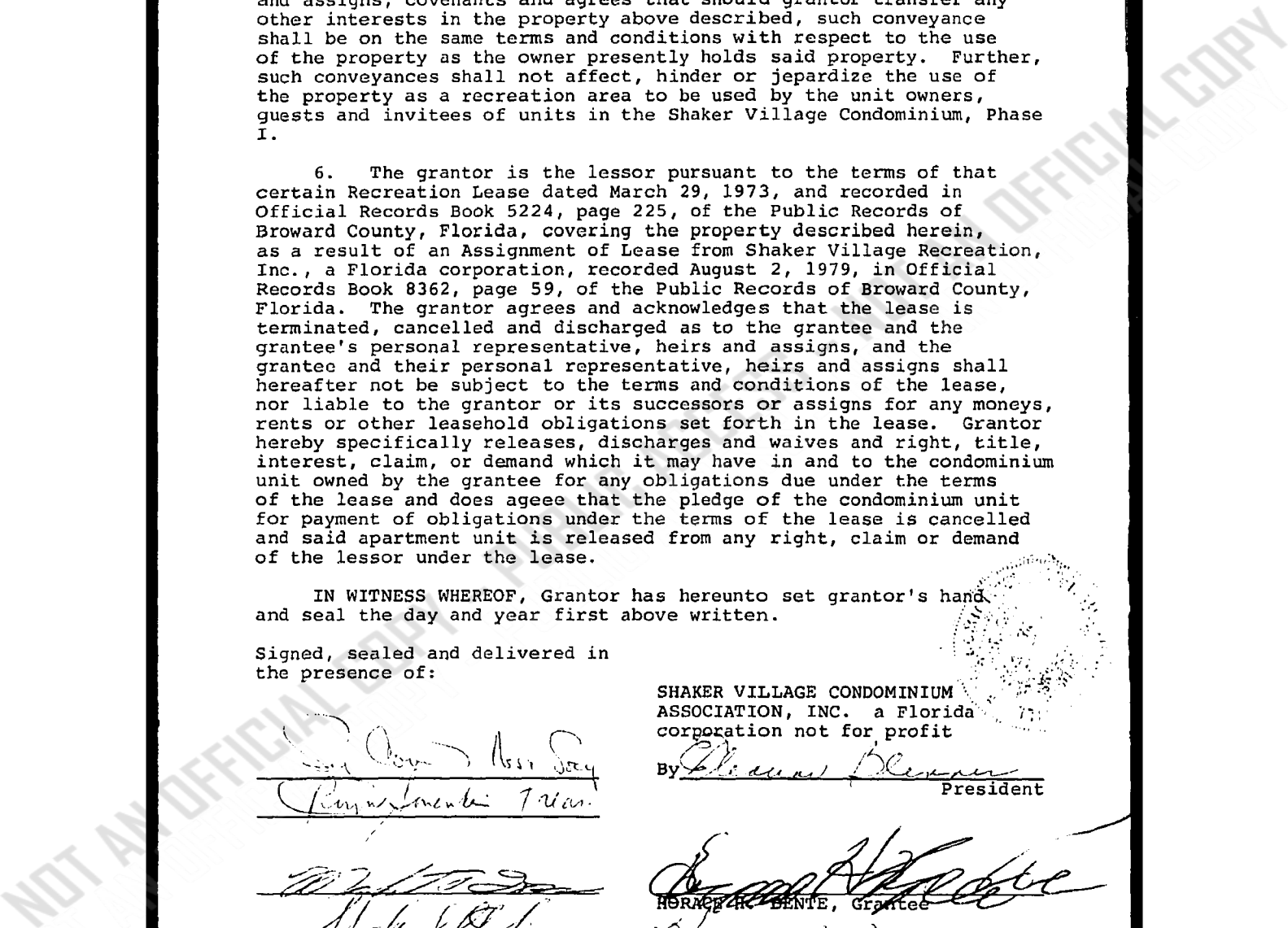
John J. Assi Secy
Raymond L. ...

[Signature]
[Signature]

[Signature]
HORACE H. BENTE, Grantee

[Signature]
KATHRYN B. BENTE, Grantee

DIF 9290
REC 333



STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared Eleazar Blumner, to me known to the President of Shaker Village Condominium Association, Inc., well known to me to be the person named in and who executed the foregoing Warranty Deed, and who acknowledged to and before me that he executed the same freely and voluntarily as the duly authorized officer of the said corporation and that the corporate seal affixed thereto is the true seal of the corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 1 day of Nov., 1980.

James P. Williams
NOTARY PUBLIC

My Commission Expires:

NEED

STATE OF FLORIDA

Notary Public, State Of Florida At Large
My Commission Expires JULY 15, 1983

COUNTY OF BROWARD

Bonded Thru
Fidelity & Deposit Co. of Maryland

BEFORE ME, the undersigned authority, personally appeared HORACE H. BENTE and KATHRYN B. BENTE, his wife, well known to me to be the persons named in and who executed the foregoing Warranty Deed and they acknowledged to me that they executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 24 day of Dec., 1980.

William J. ...
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 12 1981
BONDED THRU GENERAL INS UNDERWRITERS

OFF 9290 PAGE 034

E X H I B I T "A"

A parcel of land in Section 11, Township 49 South, Range 41 East, said parcel including a portion of Tract 15 in said Section 11, according to the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4 at Page 31 of the Public Records of Broward County, Florida, and being more particularly described as follows: Commencing on the South line of said Section 11, at an intersection with the Southerly projection of a line 880 feet East of, as measured at right angles, and parallel with the West line of said Tract 15; thence run North 0° 06' 02" West, (on an assumed bearing) 163.03 feet along said parallel line and its projection; thence run North 89° 02' 05" West 40.01 feet parallel with said South line of Section 11, to the Point of Beginning; thence continue North 89° 02' 05" West 360.61 feet along said parallel line, to a point of intersection with a curve running Northwesterly to the left, a radial at said point bearing South 86° 00' 40" West; thence run Northwesterly 159.31 feet along the arc of said curve to the left, having a radius of 921.83 feet, a central angle of 9° 54' 07" to an intersection with a line 455 feet East of, as measured at right angles and parallel to said West line of Tract 15; thence run North 0° 06' 02" West 135.28 feet along said parallel line; thence run South 89° 02' 05" East 385.06 feet parallel with said South line of said Section 11, to an intersection with a line 840 feet East of, as measured at right angles, and parallel to said West line of Tract 15; thence run South 0° 06' 02" East 292.05 feet along said parallel line, to the Point of Beginning. Said lands situate in Broward County, Florida, and containing 2.52862 acres, more or less.

AND

A parcel of land in the S $\frac{1}{2}$ of Section 11, Township 49 South, Range 41 East, said parcel including a portion of Tract 10 in said Section 11, according to the FORT LAUDERDALE TRUCK FARMS SUBDIVISION, as recorded in Plat Book 4 at Page 31 of the Public Records of Broward County, Florida, and being more particularly described as follows: Commencing on the South line of Section 11, at an intersection with said Southerly projection of a line 880 feet East of, as measured at right angles, and parallel to the West line of Tracts 10 and 15; thence run North 0° 06' 02" West (on an assumed bearing) 53.01 feet along said parallel line and its projection, to an intersection with a line 53 feet North of, as measured at right angles, and parallel to said South line of Section 11; thence run North 89° 02' 05" West 398.49 feet along said parallel line, also forming the North right of way line of Commercial Boulevard; thence run North 0° 06' 02" West 47.54 feet, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 921.83 feet and a central angle of 21° 59' 36", run Northwesterly 353.85 feet, to a point of tangency; thence run North 22° 05' 38" West 561.46 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 857.03 feet and a central angles of 30°, run Northwesterly and Northeasterly 448.74 feet, to a point of tangency; thence run North 7° 54' 22" East 373.01 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 489.65 feet and a central angle of 41° 56' 24", run Northeasterly and Northwesterly 358.43 feet, to a point of tangency; thence run North 34° 02' 02" West 57.50 feet along the tangent extended, to a point of curvature of a curve running Southeasterly to the left, and the Point of Beginning; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 90°, run Southeasterly and Northeasterly 39.27 feet to a point of tangency; thence run North 55° 57' 58" East 134.07 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 75 feet and a central angle of 56° 04' 00" run Northeasterly 73.3 feet to a point of tangency; thence run North 0° 06' 02" West 74.29

FILE 9290 PAGE 335

CONTINUATION OF EXHIBIT "A"

feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 27.50 feet and a central angle of 88° 56' 00" run Northwesterly 42.69 feet, to a point of tangency; thence run North 89° 02' 02" West 175.27 feet along the tangent extended, to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 156.48 feet and a central angle of 13° 30' 00" run Westerly 36.87 feet to a point of tangency; thence run South 77° 27' 58" West 11.95 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 25 feet and a central angle of 94° 05' 21", run Southwesterly, Southeasterly 41.05 feet, to a point of compound curvature; thence along the arc of a curve to the left, having a radius of 550.89 feet and a central angle of 17° 24' 39" run Southeasterly 167.40 feet to a point of tangency; thence run South 34° 02' 02" East 43.82 feet along the tangent extended, to the Point of Beginning. Said lands situate in Broward County, Florida.

OFF
REC 9290
PAGE 336

EXHIBIT J

Waiver of Rent and Covenant of Non-Disturbance

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EXHIBIT K

Title Search Report

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TITLE SEARCH REPORT

Fund File Number: 1356949 A3

The information contained in this title search is being furnished by Attorneys' Title Fund Services, LLC. If this report is to be used by a title insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work.

Provided For: Jennifer Levin, P.A.

Agent's File Reference: 10058.002

INFORMATION REMOVED BECAUSE NOT ISSUING A POLICY.

TITLE SEARCH REPORT

Fund File Number: 1356949

Effective Date of approved base title information: January 1, 1900

Effective Date of Search: February 6, 2023 at 11:00 PM

Apparent Title Vested in:

Shaker Village Condominium Association, Inc., a Florida not-for-profit corporation and Robert P. McManus and Bettie M. McManus (1/358 interest)

Description of real property to be insured/foreclosed situated in Broward County, Florida.

See Exhibit A

Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:

1. Warranty Deed from Louis H. Hauser and Betty Hauser, his wife, Milton W. Richter and Mildred M. Richter, his wife, Alvin Benjamin and Rose Benjamin, his wife and Appleton Properties, Inc. to Rudolph R. Maccari and Thomas R. Maccari, recorded April 27, 1972 in O.R. Book 4846, Page 475, Public Records of Broward County, Florida.
2. [REVISED - A3] Quit Claim Deed from Thomas R. Maccari, joined by Carol E. Maccari, his wife to Shaker Village Recreation Association, Inc., a Florida not-for-profit corporation, recorded August 27, 1975 in O.R. Book 6315, Page 413, Public Records of Broward County, Florida.
3. [ADDED - A1] Quit Claim Deed from Rudolph R. Maccari, joined by Nora B. Maccari, his wife to Shaker Village Recreation, Inc., a Florida corporation, recorded August 27, 1975 in O.R. Book 6315, Page 415, Public Records of Broward County, Florida.
4. [ADDED - A1] Warranty Deed from Shaker Village Recreation, Inc., a Florida corporation to Shaker Village Condominium Association, Inc., a Florida not-for-profit corporation, recorded August 2, 1979 in O.R. Book 8362, Page 56, Public Records of Broward County, Florida.
5. [REVISED - A3] Warranty Deed from Shaker Village Condominium Association, Inc., a Florida not-for-profit corporation to Horace H. Bente and Kathryn B. Bente, his wife, recorded December 9, 1980 in O.R. Book 9290, Page 332, Public Records of Broward County, Florida. Note: Deed references that it conveys a one/three hundred fifty-eights (1/358) interest in the property.
6. [REVISED - A2] Warranty Deed from Horace H. Bente and Kathryn B. Bente, his wife to Joel E. Brander and Julie Brander, his wife, recorded December 9, 1980 in O.R. Book 9290, Page 337, Public Records of Broward County, Florida. Note: Deed references that it conveys a one/three hundred fifty-eights (1/358) interest in the property.
7. [REVISED - A3] Warranty Deed from Joel E. Brander and Julie Brander, his wife to Barry S. Young, a single person, recorded October 14, 1987 in O.R. Book 14874, Page 348, Public Records of Broward County, Florida. Note: Deed references that it conveys a one/three hundred fifty-eights (1/358) interest in the property.
8. [REVISED - A3] Warranty Deed from Barry S. Young, a single person to Robert P. McManus and Bettie M. McManus, his wife, recorded October 1, 1992 in O.R. Book 19923, Page 844, Public Records of Broward County, Florida. Note: Deed references that it conveys a one/three hundred fifty-eights (1/358) interest in the property. Robert P. McManus and Bettie M. McManus, his wife, subsequently conveyed their interest to Sheryl P. Grant pursuant to Warranty Deed recorded in O.R. Book 24492, Page 358, in which property was subsequently conveyed to Karen Jean Pierre, pursuant to Warranty Deed recorded in O.R. Book 34396, Page 1538; however neither deed included the 1/358 fractional interest in the legal description.

TITLE SEARCH REPORT

Fund File Number: 1356949

Mortgages, Assignments and Modifications:

1. Nothing Found

Other Property Liens:

1. FOR INFORMATIONAL PURPOSES ONLY: 2022 taxes are EXEMPT for Parcel/Account ID# 494111010170.

Restrictions/Easements:

1. All matters contained on the Plat of Fort Lauderdale Truck Farms, as recorded in Plat Book 4, Page 31, Public Records of Broward County, Florida.
2. Declaration of Condominium of Shaker Village Condominium, Phase I, and all exhibits attached thereto, recorded April 2, 1973 in O.R. Book 5224, Page 154, together with amendments thereto recorded in O.R. Book 5246, Page 552, O.R. Book 5246, Page 556, O.R. Book 5262, Page 409, O.R. Book 5262, Page 412, O.R. Book 5266, Page 290, O.R. Book 5284, Page 499, O.R. Book 5284, Page 502, O.R. Book 5311, Page 784, O.R. Book 5311, Page 787, O.R. Book 5392, Page 25, O.R. Book 5340, Page 308, O.R. Book 5392, Page 28, O.R. Book 5392, Page 22, O.R. Book 5431, Page 454, O.R. Book 5431, Page 457, O.R. Book 5442, Page 475, O.R. Book 5453, Page 181, O.R. Book 5457, Page 635, O.R. Book 5475, Page 646, O.R. Book 5475, Page 649, O.R. Book 5501, Page 538, O.R. Book 5501, Page 541, O.R. Book 5524, Page 376, O.R. Book 5524, Page 379, O.R. Book 5547, Page 151, O.R. Book 5547, Page 154, O.R. Book 5564, Page 53, O.R. Book 5570, Page 825, O.R. Book 5570, Page 828, O.R. Book 5610, Page 601, O.R. Book 5610, Page 604, O.R. Book 5627, Page 980, O.R. Book 5634, Page 903, O.R. Book 5648, Page 733, O.R. Book 5654, Page 416, O.R. Book 5654, Page 419, O.R. Book 5659, Page 91, O.R. Book 5666, Page 847, O.R. Book 5684, Page 553, O.R. Book 5684, Page 556, O.R. Book 5686, Page 42, O.R. Book 5690, Page 552, O.R. Book 5704, Page 581, O.R. Book 5716, Page 46, O.R. Book 5758, Page 308, O.R. Book 5758, Page 311, O.R. Book 5770, Page 75, O.R. Book 5770, Page 78, O.R. Book 5770, Page 81, O.R. Book 5816, page 872, O.R. Book 5827, 344, O.R. Book 5827, Page 347, O.R. Book 5855, Page 826, O.R. Book 5855, Page 829, O.R. Book 5873, Page 684, O.R. Book 5901, Page 850, O.R. Book 5930, Page 872, O.R. Book 5930, Page 869, O.R. Book 5940, Page 711, O.R. Book 5966, Page 943, O.R. Book 5994, Page 407, O.R. Book 6027, Page 181, O.R. Book 6047, Page 774, O.R. Book 11490, Page 525, O.R. Book 17237, Page 549, O.R. Book 19373, Page 135, O.R. Book 26554, Page 448, O.R. Book 26554, Page 450, O.R. Book 29633, Page 1716, O.R. Book 30069, Page 344 and O.R. Book 30570, Page 1796, Public Records of Broward County, Florida (hereinafter "Declaration"). Such Declaration may establish and provide without limitation for easements, liens, charges, assessments, an option to purchase, a right of first refusal, and/or the prior approval of a future purchaser or occupant.
3. Recreation and Community Facility Lease recorded in O.R. Book 5224, Page 258, as assigned by O.R. Book 6315, Page 413, O.R. Book 6315, Page 415, O.R. Book 6315, Page 434, O.R. Book 6315, Page 439, O.R. Book 8362, Page 59, and affected by the Waiver of Rent and Covenant of Non-Disturbance recorded in O.R. Book 13245, Page 387, Public Records of Broward County, Florida.
4. Developer Agreement with Tamarac Utilities, Inc. recorded in O.R. Book 4508, Page 447, together with modification thereto recorded in O.R. Book 6734, Page 945, Public Records of Broward County, Florida.
5. Easements recorded in O.R. Book 5246, Page 537, O.R. Book 5492, Page 606, O.R. Book 5724, Page 805, O.R. Book 6233, Page 359, O.R. Book 6233, Page 363, O.R. Book 6269, Page 847 (modified by

TITLE SEARCH REPORT

Fund File Number: 1356949

O.R. Book 6488, Page 553), O.R. Book 6453, Page 746, O.R. Book 6517, Page 817 and O.R. Book 6582, Page 876, Public Records of Broward County, Florida.

6. Boat Ramp Installation Agreement recorded in O.R. Book 46549, Page 898, Public Records of Broward County, Florida.
7. Note: The subject property appears to border on a body of water.
8. Rights of the lessees under unrecorded leases.

Other Encumbrances:

1. Nothing Found

REAL PROPERTY TAX INFORMATION ATTACHED

Proposed Insured:

N/A

STANDARD EXCEPTIONS

INFORMATION REMOVED BECAUSE NOT ISSUING A POLICY.

TITLE SEARCH REPORT

Fund File Number: 1356949

INFORMATION REMOVED BECAUSE NOT ISSUING A POLICY.

If this product is not used for the purpose of issuing a policy, then the maximum liability for incorrect information is \$1,000.

TITLE SEARCH REPORT

Exhibit A

Fund File Number: 1356949

A parcel of land in Section 11, Township 49 South, Range 41 East; said parcel including a portion of Tract 15 in said Section 11, according to the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4, Page 31, Public Records of Broward County, Florida, and being more particularly described as follows:

Commencing on the South line of said Section 11, at an intersection with the Southerly projection of a line 880 feet East of, as measured at right angles, and parallel with the West line of said Tract 15; thence run North 0° 06' 02" West, (on an assumed bearing), 163.03 feet along said parallel line and its projection; thence run North 89° 02' 05" West 40.01 feet parallel with said South line of Section 11, to the Point of Beginning; thence continue North 89° 02' 05" West 360.61 feet along said parallel line, to a point of intersection with a curve running Northwesterly to the left, a radial at said point bearing South 86° 00' 40" West; thence run Northwesterly 159.31 feet along the arc of said curve to the left, having a radius of 921.83 feet, a central angle of 9° 54' 07" to an intersection with a line 455 feet East of, as measured at right angles and parallel to said West line of Tract 15; thence run North 0° 06' 02" West 135.28 feet along said parallel line; thence run South 89° 02' 05" East 385.06 feet parallel with said South line of said Section 11, to an intersection with a line 840 feet East of as measured at right angles, and parallel to said West line of Tract 15; thence run South 0° 06' 02" East 292.05 feet along said parallel line, to the Point of Beginning.

AKA: Recreation Parcel No. 1 Shaker Village Condominium Phase I

EXHIBIT L

Email from The Fund

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Section 4 – Title Report compared to a Title Commitment

1) The Title Report conducted by Jennifer Levin, P.A., was done through Attorneys' Title Fund Services (a/k/a The Fund), attached.

It only shows the title on the property and the exceptions to insuring any title. The exceptions listed include the Waiver (*page 3 of 6, paragraph 3, last document. Please see Section 1 of this packet*).

2) Emails** from Attorneys' Title Fund Services between myself and Senior Examiner, Karla Swartz:

a) On March 24, 2023 – response to my ordering a Title Commitment for the Shaker Village Clubhouse:

“I reviewed this with u/w and am posting their notes below on what would be needed to sell these lands:

We would need deeds from all unit owners, releases from all mortgages and lienholders of the units, and a resolution from the board of the association consistent with the declaration approving the sale. (This would require a search to be ran on every unit)”

b) On April 24, 2023 – response to my request to convert Title Commitment for the Shaker Village Clubhouse due to Ms. Swartz notice of searched required for each unit:

“A title search report would only state what is of record, it would not call for curative action. We would need to do one for each unit... Is that what you are asking for – to see what is out there for each unit in the complex?”

** Emails are on the pages following the Title Search Report.

Section 4 – Title Report compared to a Title Commitment
(continued)

A Title Search Report does not provide the requirements that the title agent will have to complete in order to provide the Buyer (City of Tamarac in this instance) with Clear and Marketable Title.

The City is on Notice that the title to all 358 units will have to be searched, releases from the mortgage holders and lien holders would have to be provided. This is also subject to first obtaining 75% of 358 unit owners approval (269 units).

Jennifer Levin, P.A. uses the same Title Underwriter that Saunders, Curtis, Ginestra & Gore, P.A. (SCGGPA) uses. When Jennifer Levin, P.A. moves to the next step to obtain a Title Commitment, she will be advised the same thing that Karla advised SCGGPA.

Everything above was confirmed with Senior Underwriting Counsel on July 11, 2023.

From: Karla Swartz <KSwartz@TheFund.com>
Sent: Friday, March 24, 2023 11:11:40 AM
To: Michelle J. Gomez <michelle@scggpa.com>
Subject: RE: Shaker Village Clubhouse // Canterbury Lane // 1381661

Good Morning Michelle,
I reviewed this with u/w and am posting their notes below on what would be needed to sell these lands:

We would need deeds from all unit owners, releases from all mortgages and lienholders of the units, and a resolution from the board of the association consistent with the declaration approving the sale. (This would require a search to be ran on every unit)

Please let me now how you would like to proceed – cancel the order, or have a title search ran on every unit, etc.. etc.. to proceed with sale of the lands. If you will be proceeding, I will get with my manager to price out the search (initial parcel search is \$125; typically each additional search runs \$50/parcel).

Regards...

Karla Swartz
Senior Examiner
Branch Operations

Office: 954-771-0150 [EXT. 6249]

Toll-free: 800-363-3863

Email: kswartz@thefund.com

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From: Karla Swartz <KSwartz@TheFund.com>
Sent: Monday, April 24, 2023 3:45:43 PM
To: Michelle J. Gomez <michelle@scggpa.com>
Subject: RE: Shaker Village Clubhouse // Canterbury Lane // 1381661

Hi Michelle,

A title search report would only state what is of record, it would not call for curative action. We would need to do one for each unit... Is that what you are asking for – to see what is out there for each unit in the complex?

Regards...

Karla Swartz
Senior Examiner
Branch Operations

Office: 954-771-0150 [EXT. 6249]

Toll-free: 800-363-3863

Email: kswartz@thefund.com

The Fund
COMMUNITY DEVELOPMENT CORPORATION

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From: Michelle J. Gomez <michelle@scggpa.com>
Sent: Monday, April 24, 2023 3:29 PM
To: Karla Swartz <KSwartz@TheFund.com>
Subject: RE: Shaker Village Clubhouse // Canterbury Lane // 1381661:

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

Hi Karla,

I am sorry, not yet. Can we convert this to a report on what needs to be done if there should be a sale of the property? Please let me know the cost.

Best,
Michelle

From: Karla Swartz <KSwartz@TheFund.com>
Sent: Monday, April 24, 2023 10:36 AM
To: Michelle J. Gomez <michelle@scggpa.com>
Subject: RE: Shaker Village Clubhouse // Canterbury Lane // 1381661:

Good Morning Michelle,
I wanted to check if a decision has been made regarding this transaction.

Thank you...

Karla Swartz
Senior Examiner
Branch Operations

Office: 954-771-0150 [EXT. 6249]

Toll-free: 800-363-3863

Email: kswartz@thefund.com

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EXHIBIT M

Email from City Attorney of Tamarac

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From: Hans Ottinot <hans@ottinotlawpa.com>

Sent: Tuesday, September 5, 2023 12:53 PM

To: Michelle J. Gomez <Michelle.Gomez@tamarac.org>; Marlon Bolton <Marlon.Bolton@tamarac.org>; Elvin Villalobos <Elvin.Villalobos@tamarac.org>; Kicia Daniel <Kicia.Daniel@tamarac.org>; Morey Wright Jr. <Morey.Wright@tamarac.org>; Levent Sucuoglu <Levent.Sucuoglu@tamarac.org>

Cc: Maxine Calloway <Maxine.Calloway@tamarac.org>; Pamala Ryan <pamala@ottinotlawpa.com>; City Attorney <City.Attorney@tamarac.org>; Jennifer Levin <JenniferLevinEsq@outlook.com>

Subject: [EXTERNAL] Pro-Forma Title Commitment for Shaker Village Clubhouse

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Dear Mayor, Vice Mayor, and Commissioners:

Please find attached the Pro Forma Title Commitment for Shaker Village Clubhouse. Please note that ownership is vested in Shaker Village Condominium Association, Inc. The commitment reflects that the recreational parcel is not part of the condominium property. The pro forma commitment is subject to revision if title-up dates or new information becomes available, will be executed at Closing as customary. If any change occurs, I will provide the City Commission and City Manager with a copy of the revised Title Commitment.

If you have any questions, please feel free to contact me.

Regards,

Hans

Hans Ottinot
Managing Partner

Ottinot Law
P.A.

(954) 254-8054
5944 Coral Ridge Drive, PM#201
Coral Springs, Florida 33076

NOTICE OF CONFIDENTIAL MESSAGE: This e-mail message and any attachment to this e-mail message contains confidential information that may be legally privileged. If you are not the intended recipient, you must not review, retransmit, convert to hard copy, copy, use or disseminate this e-mail or any attachments to it. If you received this e-mail in error, please notify us immediately by return e-mail or by telephone at (954) 254-8054 and delete this message. Please note that if this e-mail message contains a forwarded message or is a reply to a prior message, some or all of the contents of this message or any attachments may not have been produced by the undersigned sender and/or OTTINOT LAW, P.A.

EXHIBIT N

Title Commitment

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**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number: 1430596	Revision Number: None	Issuing Office File Number: 10058.002	Issuing Agent: 34698
Property Address: Canterbury Lane, FL	Loan ID Number: None	Issuing Office's ALTA Registry ID: None	Issuing Office: Jennifer Levin, P.A. 19380 Collins Avenue Suite 1120 Sunny Isles Beach, FL 33160

SCHEDULE A

1. Commitment Date: August 29, 2023 @ 11:00 PM
2. Policy to be issued:
 - a. OWNER'S: 2021 ALTA Owner's Policy with Florida Modifications
Proposed Insured: City of Tamarac, a Florida municipal corporation
The estate or interest to be insured: Fee Simple and Easement
Proposed Amount of Insurance: \$1,940,000.00
 - b. MORTGAGEE: 2021 ALTA Loan Policy with Florida Modifications
Proposed Insured: _____
The estate or interest to be insured: _____
Proposed Amount of Insurance: \$
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)* FEE SIMPLE AND EASEMENT
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)* Shaker Village Condominium Association, Inc., a Florida not-for-profit corporation and, as disclosed in the Public Records, has been since *(Date)* 8/15/1979
5. The Land is described as follows:
A parcel of land in Section 11, Township 49 South, Range 41 East; said parcel including a portion of Tract 15 in said Section 11, according to the Plat of FORT LAUDERDALE TRUCK FARMS, as recorded in Plat Book 4, Page 31, Public Records of Broward County, Florida, and being more particularly described as follows:
Commencing on the South line of said Section 11, at an intersection with the Southerly projection of a line 880 feet East of, as measured at right angles, and parallel with the West line of said Tract 15; thence run North 0° 06' 02" West, (on an assumed bearing), 163.03 feet along said parallel line and its projection; thence run North 89° 02' 05" West

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
1408 Westshore Blvd, Suite 900, Tampa, Florida 33607, (612) 371-1111

AUTHORIZED SIGNATORY
Jennifer Levin

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule A (Continued)

Issuing Office File Number: 10058.002

40.01 feet parallel with said South line of Section 11, to the Point of Beginning; thence continue North 89° 02' 05" West 360.61 feet along said parallel line, to a point of intersection with a curve running Northwesterly to the left, a radial at said point bearing South 86° 00' 40" West; thence run Northwesterly 159.31 feet along the arc of said curve to the left, having a radius of 921.83 feet, a central angle of 9° 54' 07" to an intersection with a line 455 feet East of, as measured at right angles and parallel to said West line of Tract 15; thence run North 0° 06' 02" West 135.28 feet along said parallel line; thence run South 89° 02' 05" East 385.06 feet parallel with said South line of said Section 11, to an intersection with a line 840 feet East of as measured at right angles, and parallel to said West line of Tract 15; thence run South 0° 06' 02" East 292.05 feet along said parallel line, to the Point of Beginning.

AKA: Recreation Parcel No. 1 Shaker Village Condominium Phase I

EASEMENT INTEREST:

TOGETHER WITH that certain Easement granting the public the right to use roadway recorded in Instrument Number _____, Public Records of Broward County, Florida, more particularly described as:

A portion of "THE COMMON INGRESS AND EGRESS EASEMENT" recorded in Official Records Book 6375, Page 674, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Easement, said corner being a point along the North right-of-way of Commercial Boulevard, thence N 89°32'50" E along said right-of-way and along the South line of said Easement, a distance of 60.01 feet to the Southeast corner of said Easement; thence N 00°06'02" W along the East line of said Easement, a distance of 47.54 feet to the point of curvature for a curve to the left, said curve being the East line of said Easement and having a radius of 921.79 feet and a central angle of 13°47'29", thence Northwesterly along said curve, a distance of 221.88 feet; thence S 79°15'47" W along a line radial to the West line of said Easement, a distance of 53.88 feet to a point on said line being a non-tangent curve concave to the Southwest whose radius point bears S 79°15'47" W, said curve having a radius of 1136.6 and a central angle of 10°38'11", thence southeasterly along said curve a distance of 211.00 feet; thence S 00°06'02" E along said West line, a distance of 46.43 feet to the point of beginning.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I

Issuing Office File Number: 10058.002

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Shaker Village Condominium Association, Inc., a Florida not-for-profit corporation to the proposed insured purchaser(s).
5. Satisfactory evidence must be furnished establishing that Shaker Village Condominium Association, Inc., a Florida not-for-profit corporation is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
6. Review articles of incorporation, bylaws, and governing documents to confirm the powers of the directors and officers and any procedure relating to the transaction to be insured. (As to Shaker Village Condominium Association, Inc., a Florida not-for-profit corporation)
7. Record resolution from the governing board consistent with the bylaws authorizing the transaction and specifying the officers who are to execute the instrument to be insured to be attached to the instrument to be insured. (As to Shaker Village Condominium Association, Inc., a Florida not-for-profit corporation)
8. Compliance with Sec 617.1201 or 617.1202, F.S., from membership if the subject property constitutes all or substantially all of the assets of the corporate grantor. (As to Shaker Village Condominium Association, Inc., a Florida not-for-profit corporation)
9. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
10. Execution of closing affidavit by appropriate parties representing possession and no adverse matters, including actions taken by owner or others that would give rise to litigation or lien.
11. Closing funds must be disbursed by or at the direction of the Title Agent issuing this policy.
12. Affidavit from owner, or other person having actual knowledge, establishing that no person other than the owner is in possession.
13. FOR INFORMATIONAL PURPOSES ONLY: 2022 taxes are EXEMPT for Parcel/Account ID# 494111-01-0170.
14. The Company has no liability under this commitment for the issuance of a mortgagee policy until an endorsement is issued stating the name of the proposed insured mortgagee. The Company reserves the right to make additional requirements, including but not limited to, review of additional documentation regarding the proposed insured mortgagee.

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**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I (Continued)

Issuing Office File Number: 10058.002

15. [ADDED - A1] Record Release and/or Termination of Recreation and Community Facility Lease recorded in O.R. Book 5224, Page 258, as assigned by O.R. Book 6315, Page 413, O.R. Book 6315, Page 415, O.R. Book 6315, Page 434, O.R. Book 6315, Page 439, O.R. Book 8362, Page 59, and affected by the Waiver of Rent and Covenant of Non-Disturbance recorded in O.R. Book 13245, Page 387, Public Records of Broward County, Florida.

EXCEPTIONS FROM COVERAGE

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2.
 - a. General or special taxes and assessments required to be paid in the year 2023 and subsequent years.
 - b. Rights or claims of partition possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. All matters contained on the Plat of Fort Lauderdale Truck Farms, as recorded in Plat Book 4, Page 31, Public Records of Broward County, Florida.
6. Intentionally Deleted - A1

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**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-I (Continued)

Issuing Office File Number: 10058.002

7. [REVISED - A1] Recreation and Community Facility Lease recorded in O.R. Book 5224, Page 258, as assigned by O.R. Book 6315, Page 413, O.R. Book 6315, Page 415, O.R. Book 6315, Page 434, O.R. Book 6315, Page 439, O.R. Book 8362, Page 59, and affected by the Waiver of Rent and Covenant of Non-Disturbance recorded in O.R. Book 13245, Page 387, Public Records of Broward County, Florida. Note: Exception will be deleted upon compliance with related requirement on Schedule BI, herein.
8. Developer Agreement with Tamarac Utilities, Inc. recorded in O.R. Book 4508, Page 447, together with modification thereto recorded in O.R. Book 6734, Page 945, Public Records of Broward County, Florida.
9. [REVISED - A2] Easements recorded in O.R. Book 5724, Page 805 and O.R. Book 6453, Page 746, Public Records of Broward County, Florida.
10. Boat Ramp Installation Agreement recorded in O.R. Book 46549, Page 398, Public Records of Broward County, Florida.
11. Terms and conditions of Easement granting the public the right to use roadway recorded in Instrument Number _____, Public Records of Broward County, Florida. Note: Item was placed of record after the current effective date of the commitment.
12. Shared Use Agreement recorded in Instrument Number _____, Public Records of Broward County, Florida. Note: Item was placed of record after the current effective date of the commitment.
13. Interest of Robert P. McManus and Bettie M. McManus, their assigns, or successors in interest by reason of the deed recorded in O.R. Book 19923, Page 344, Public Records of Broward County, Florida, which contains a 1/1358th interest in the subject property.
14. Riparian and littoral rights are not insured.
15. Rights of the lessees under recorded leases.
16. [ADDED - A2] Encroachments, encumbrances, violations, variations, or adverse circumstances, if any, actually shown on the survey prepared by Caufield & Wheeler, Inc., dated August 16, 2023, bearing Job # 10551: (a) Chain link fence and concrete walk encroach on property line on the North side of subject property; (b) chain link fence encroaches onto property line on the East side of subject property; (c) Partially demolished building, pool, paver landing, chain link fence and rope chain fence encroach onto 15' Drainage Easement on the South side of subject property; (d) rope chain fence and curb encroach onto property line on the West side of subject property; and (e) rope fence chain, swing gate entry, asphalt and 6' Chain link fence encroach onto Boat Ramp Easement within the subject property.

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EXHIBIT O

City of Tamarac's Plans for the Property

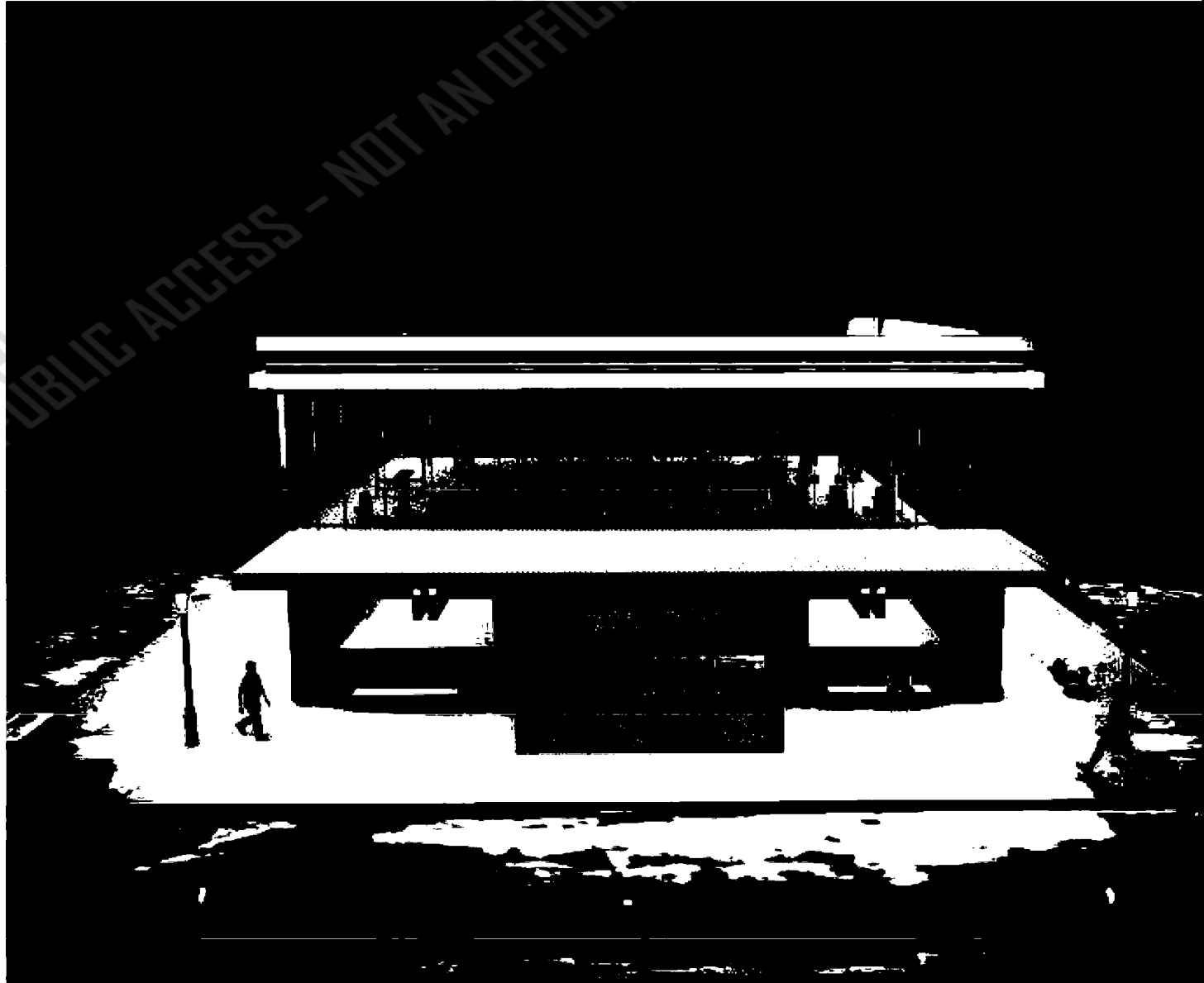
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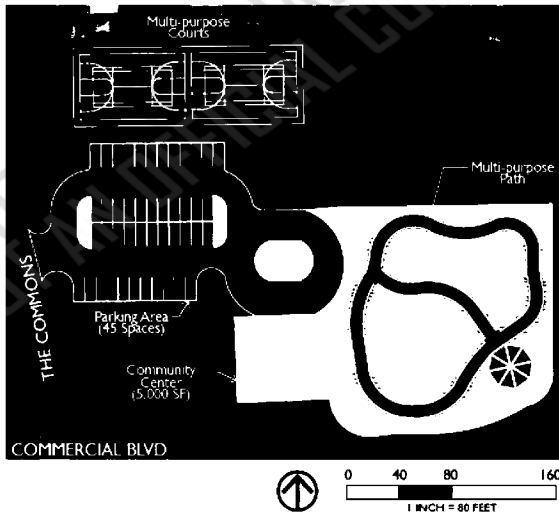
Shaker Village Clubhouse

Commission Workshop Meeting
July 10, 2023 - 10:00 a.m.

Presented by Maxine Calloway
Assistant City Manager
Director of Community Development



Shaker Village Option 1 Conceptual Plan

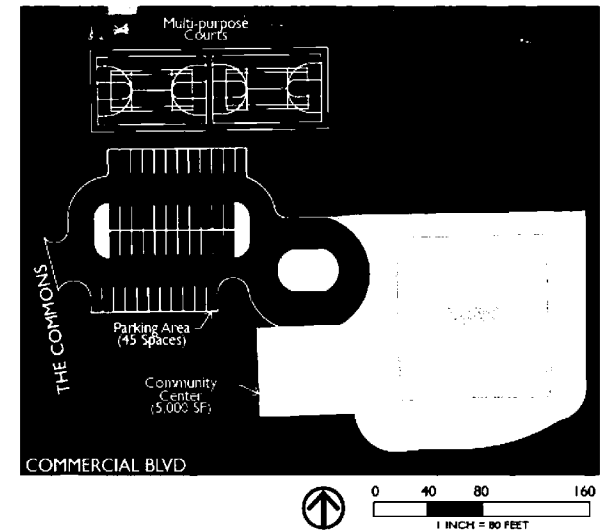
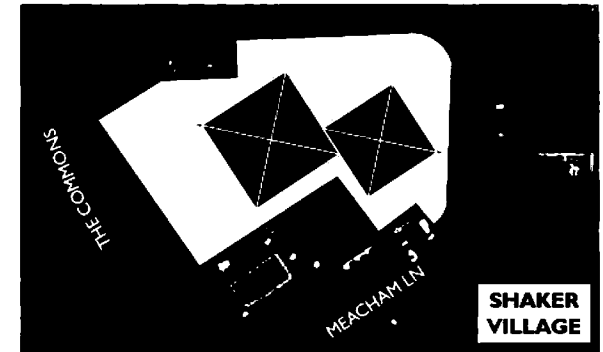


East Side Parks Feasibility Study

Proposed Amenities

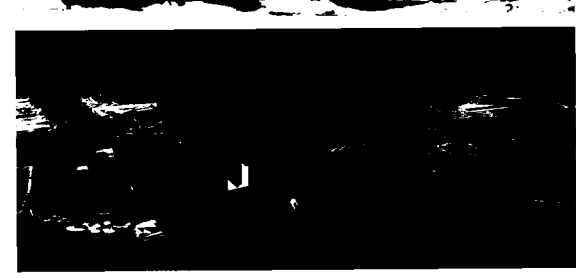
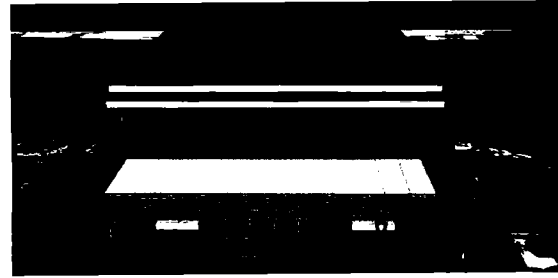
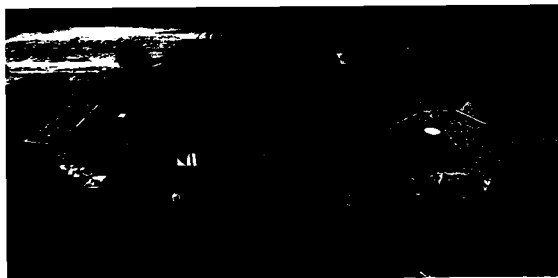
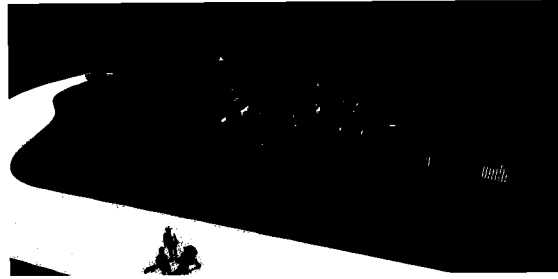
- 5,000 Sq. Ft. Community Center
- Covered Playgrounds
- Multi-Purpose Courts
- Picnic Shelters
- Open Green Space
- Community Center
- Dog Park

Shaker Village Option 2 Conceptual Plan



Background – CIP

- FY 20 – \$5,497,652 for design and development only (scheduled for FY 21)
- FY 21 – \$5,580,199 for design and development only (scheduled for FY 23)
- FY 22 – \$5,693,419 for design and development only (scheduled for FY 23)
- FY 23 – \$900,000 for acquisition (scheduled for FY 23)
- FY 23 – \$6,426,959 for design and development only (scheduled for FY 24)
- Including a 2020 Critical Facility DEO Grant for \$1 Million

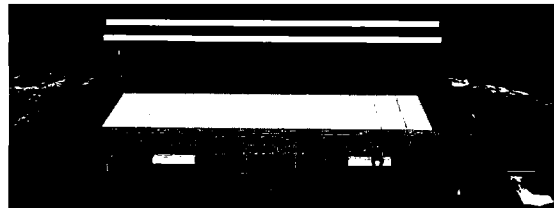
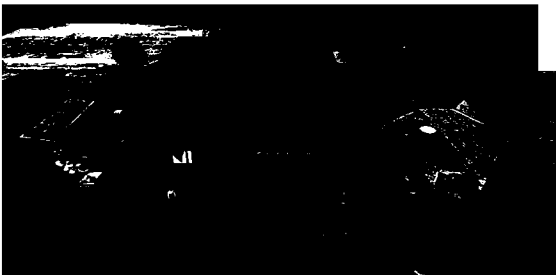


Purchase & Sale Agreement

Power of City to Acquire Property

Tamara c Code of Ordinances, Section
2-316

The city may acquire by purchase, gift, devise, condemnation or otherwise property, real or personal, or any estate therein, within the city, to be used for public parks, public golf links, public baseball and diamond ball parks, public tennis courts, docks, sea walls, wharves, parking or other municipal purposes;



Purchase & Sale Agreement

AERIAL VIEW OF SUBJECT PROPERTY



Shaker Village Clubhouse - Appraised Values		
	2023 May	2021 April
Miller	\$1,940,000	\$950,000
Gonzalez	<u>\$2,204,000</u>	<u>\$1,433,000</u>
Average	\$2,072,000	\$1,191,500

Purchase & Sale Agreement

- Sale Price: \$1,940,000.00
- Parcel B: Acreage: 2.53
- Square Footage: 110,207
- Deposit: \$50,000 within 3 days after Effective Date
- Deposit: \$50,000 within 3 days after Due Diligence Period
- Effective Date: Last executed by Seller & Buyer, but no later than July 31, 2023
- Due Diligence Period : 60 Days from Effective Date
 - Conditions Precedent to Closing:
 - Shared Use Agreement: Approved by Parties
- Closing: 30 days from Expiration of Due Diligence Period
- \$900,000 in FY2023 CIP – Acquisition
- \$1,040,000.00 in upcoming budget/Appropriation in budget amendment



EXHIBIT P

Sun-Sentinel Editorial Article about Sale of the Property

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SUN SENTINEL EDITORIAL

A very shaky ride for Tamarac taxpayers

[◀ PREVIOUS IMAGE](#)[NEXT IMAGE ▶](#)

For six years, an eyesore has slowly deteriorated on Commercial Boulevard in Tamarac.

All that's left of the clubhouse at Shaker Village, a townhouse and condo complex, are bare walls and a concrete slab. The decades-old roof collapsed in a windstorm in 2017, and an inept homeowners' association board did nothing, even after an insurance payout. It's a symbol of stagnation.

But now, Tamarac taxpayers are being forced to come to Shaker Village's rescue with a politically motivated, taxpayer-funded bailout, overshadowed by nagging ethical questions.

City commissioners voted 3-2 on July 12 to buy the decrepit site for \$1.9 million and build a new clubhouse for upwards of \$6 million. The city would own and maintain it, and all residents could use it — but why would they? Plans call for only 25 parking spaces, and besides, the city of 72,000, built as a retirement haven, has clubhouses everywhere.

The project's champion is Vice Mayor Marlon Bolton. Acting in concert with an ally, City Attorney Hans Ottinot, Bolton met with Shaker Village residents and the city drafted a contract for sale that now includes an "addendum" with five more pages of changes.

Shady enough?

If that weren't shady enough, Bolton lives in Shaker Village. He says he rents a townhouse there.

Who owns it?

According to property records, the owner is Praise Experience World Outreach Church in North Lauderdale, where Bolton is the founding pastor. A document from the homeowners' association on the property appraiser's website, dated May 30, lists Bolton on a certificate of approval to purchase the townhouse.

"My church purchased the property," Bolton told the Sun Sentinel Editorial Board. "I rent from the church. I've never been an owner."

The reason this matters is because the clubhouse, pool and parking lot are considered common elements, jointly owned by all Shaker Village property owners. Any improvements to the site could benefit Bolton personally, as well as other unit owners. In addition, the city plans to wipe out more than \$12 million in unpaid liens and fines on the property.

In an interview, Bolton claimed Tamarac's older east side has been neglected for too long by the city, and that rebuilding the Shaker Village clubhouse "gives people hope." He added: "It is a public facility. It is not a bailout of a community."

As Mayor Michelle Gomez, a real estate lawyer and a staunch critic of the project, points out, state law requires that 75% of unit owners must approve any transfer of common elements, and that hasn't happened. The 75% requirement also appears in the faded condominium documents that created Shaker Village in 1973.

‘Shared use’ of what?

Tucked inside the five-page addendum the city attorney dropped on commissioners is a “shared use agreement,” which is not explained. That’s one more mystery. City documents say the new clubhouse will accommodate 75 to 100 people at a time. Why is a shared use agreement needed to watch TV or play mah-jongg?

“Why is the city entering into a shared use agreement with a private community for the use of a city facility?” asked resident Kate Johnson.

It’s one of many questions that Johnson, herself a homeowners’ association president, posed in a detailed letter to the Broward Office of the Inspector General (OIG), the county fiscal and ethical watchdog.

It is a hopeful sign that the OIG is now taking a very serious look at the Shaker Village controversy. The agency asked the city for a voluminous amount of information, such as a cost-benefit analysis of the clubhouse purchase (which, if done, has not been made public); any legal opinions on the transaction and Bolton’s involvement in them; and all emails and text messages between Bolton and city employees on the project.

The inspector general’s letter strongly suggests that the focus of its inquiry is squarely on Bolton — as it should be.

This one-off deal may be good for Shaker Village, but not for the entire city. It’s not the highest and best use of the site (housing is). It sets a bad precedent. It has not been vetted nearly enough by the city or the residents, and the role of the project’s champion, Bolton, raises ethical red flags.

A little bit of advice for Vice Mayor Bolton, who faces re-election next year: This suspect deal isn’t worth the aggravation. Call for a new vote and put it on hold.

The Sun Sentinel Editorial Board consists of Editorial Page Editor Steve Bousquet, Deputy Editorial Page Editor Dan Sweeney, and Editor-in-Chief Julie Anderson. Editorials are the opinion of the Board and written by one of its members or a designee. To contact us, email at letters@sun-sentinel.com.