

# **GATELAND VILLAGE CONDOMINIUM, INC.**

## **DOCUMENTS**

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DECLARATION OF CONDOMINIUM  
OF  
GATELAND VILLAGE CONDOMINIUM, SECTION A

I

SUBMISSION STATEMENT

The undersigned, GATELAND ENTERPRISES, INC., a Florida corporation, being the owner of record of the fee simple title to the realty described in Exhibit A attached hereto and incorporated herein by reference hereby states and declares that said realty, together with the improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 711, et seq. (hereinafter referred to as the Condominium Act), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

**DEFINITIONS** As used in this Declaration of Condominium, By-Laws and all other Exhibits attached hereto and all Amendments thereto, unless the context otherwise requires, the following shall prevail:

A Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may be from time to time amended.

B Association, or Corporation, means GATELAND VILLAGE CONDOMINIUM, INC., a Florida corporation not for profit, being the entity responsible for the operation of the condominium and such other condominium properties as in the Articles of Incorporation attached hereto as Exhibit D.

C. By-Laws, means the By-Laws of GATELAND VILLAGE CONDOMINIUM, INC., a Florida corporation not for profit, as they exist from time to time.

D Common Elements, means the portions of the Condominium property not included in the units.

E. Limited Common Elements, means and includes those common elements which are reserved for the use of certain units, to the exclusion of all other units.

F Condominium, means that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

G Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 711, et seq.) as the same may be amended from time to time.

H. Common Expenses, means the expenses for which the unit owners are liable to the Association.

I Common Surplus, means the excess of all receipts of the Association from this condominium, including but not limited to assessments, rent, profits and revenues on account of the common

**RETURN TO**

THIS INSTRUMENT WAS PREPARED BY  
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elements of this Condominium, over the amount of common expenses of this Condominium

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

K Assessment, means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner

L Condominium Parcel, means a unit, together with the undivided share in the common elements, which is appurtenant to a unit

M Condominium Unit or Units, means a part of the condominium property which is to be subject to private ownership

N Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a condominium parcel

O Developer, means GATELAND ENTERPRISES, INC., a Florida corporation, its successors or assigns

P Institutional Mortgagee, means a bank, savings and loan association, insurance company, or union pension fund authorized to do business in the State of Florida or an agency of the United States Government The mortgage may be placed through a mortgage or title company

Q Occupant, means the person or persons, other than the unit owner, in possession of a unit

R Condominium Documents, means this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time

S Long-Term Lease, means and refers to the interest of the Association in and to the recreational area and facilities under a certain 99-Year Lease attached hereto as Exhibit E.

T Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 3 of the Condominium Act

## II

The name by which this Condominium is to be identified is

GATELAND VILLAGE CONDOMINIUM, SECTION A

## III

The condominium property consists essentially of 16 units in all and for the purpose of identification, all units in the buildings located on said condominium property are given identifying

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numbers and delineated on the Survey Exhibits, collectively identified as Exhibit B attached hereto and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibit B also contains a survey of the land, graphic description of the improvements in which the units are located and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor herein attached. The legends and notes contained within said Exhibits are incorporated herein and made a part hereof by reference.

The aforesaid buildings were constructed substantially in accordance with the Plans and Specifications filed with the Broward County Building Department, Fort Lauderdale, Florida.

#### IV.

##### OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements and the undivided interest, stated as percentages of such ownership in the said common elements and limited common elements, as set forth in Exhibit F which is annexed to this Declaration and made a part hereof.

The fee title to each condominium parcel shall include both the Condominium unit and the above respective 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 conveyance or encumbrance may refer only to the fee title to the Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided interest in the common elements apportioned to each unit shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically requires.

#### V.

##### VOTING RIGHTS

There shall be one person, with respect to each unit ownership, who shall be entitled to vote at any meeting of the unit owners. Such person shall be known (and is hereinafter referred to) as a Voting Member. If a unit is owned by more than one person, the owners of said unit shall designate one of them as the Voting Member or, in the case of a corporate unit owner, an officer or an employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by, and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of units in the Condominium and each Condominium unit shall have no more and no less than one equal vote in the Association. If one individual owns two Condominium parcels, he shall have two votes. The vote of a Condominium unit is not divisible.

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## VI.

COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium, including the obligation of each unit owner under the Long-Term Lease, as set forth in Paragraph XVII herein, shall be shared by the unit owners as specified and set forth in Exhibit F. The ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the building square footage included in each Condominium unit.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements - any common surplus being the excess of all receipts of the Association from this Condominium, including but not limited to assessments, rents, profits and revenues or account of the common elements of this Condominium, over the amount of common expenses of this Condominium.

## VII.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than one-half (1/2) of the total vote of the members of the Association. This Declaration may not be amended to affect or impair the rights of the Developer as prescribed herein.

All amendments shall be recorded and certified, as required by the Condominium Act. No amendment shall charge any Condominium parcel, nor a Condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or impair or prejudice the security and rights of the Lessor's interest under the Long-Term Lease. No amendment shall change the provisions of the Declaration with respect to institutional mortgages or the Lessor under the Long-Term Lease, without the written consent of all institutional mortgagees of record and the Lessor under the Long-Term Lease; nor shall the provisions of Article XIII of this Declaration be changed without the written approval of all institutional mortgagees of record.

Notwithstanding the foregoing, the Developer reserves the right to change the interior and exterior design and arrangement of all units, and to alter the boundaries between units, including the right to add additional units. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an amendment of this Declaration, with a survey attached, reflecting such alteration of units, and said amendment need only be executed and acknowledged by the Developer and any holders of

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institutional mortgages encumbering said altered units. The Survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, together with apportioning the common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus, shall be duly noted in the amendment of the Declaration. The rent under the Long-Term Lease shall be apportioned by the Developer, with the Lessor's written approval, and the same shall be reflected in the amendment to the Declaration.

#### VIII.

##### BY-LAWS

The operation of the Condominium property shall be governed by By-Laws, which are set forth in a document entitled "By-Laws of GATELAND VILLAGE CONDOMINIUM, INC.", a Florida corporation not for profit, which is attached to this Declaration, marked Exhibit C, and made a part hereof. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel(s) or the Long-Term Lease, or which would change the provisions of the By-Laws with respect to institutional mortgagees or the Lessor under the Long-Term Lease, without the written approval of all institutional mortgagees of record or the Lessor under the Long-Term Lease.

#### IX.

##### EASEMENTS

Each and every Condominium unit owner, by way of original purchase, resale, etc., or lessee, whether title or occupancy be derived by a foreclosure or otherwise, by the acceptance of a deed or other interest to and in the Condominium unit, and by this Declaration of Condominium does herein irrevocably delegate authority to the Board of Directors of the Condominium Association to promulgate and allow such easements as are necessary and/or convenient to each and every unit owner, guest and invitee in the Condominium complex to have ingress, egress and perambulation rights to and from each building of the Condominium complex.

#### X.

##### THE OPERATING ENTITY

The name of the Association responsible for the operation of the Condominium is set forth in Article VIII hereinabove; said Corporation is a non-profit Florida corporation, organized and existing pursuant to the Condominium Act. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it.

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by this Declaration, the By-Laws of the Association, and its Articles of Incorporation, a copy of which Articles of Incorporation is attached hereto and marked Exhibit D and made a part hereof

# XI.

## ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other assessments as are specifically provided for in this Declaration and By-Laws attached hereto. The procedure for the determination of such assessments shall be as set forth in the By-Laws of the Association.

The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten percent (10%) per annum from due date until paid.

The Association shall have a lien on each Condominium parcel for any unpaid assessments, together with interest thereon, against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced by the Association for taxes and payments 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 unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Long-Term Lease.

The Board of Directors of the Association may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing the aforesaid lien(s) and may settle and compromise same if in the best interest 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 aforesaid, the unit 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 the same from the unit owner and/or occupant.

Where the mortgagee of an institutional first mortgage of record, or other purchaser of a Condominium unit obtains title to a

first mortgage or when an institutional first mortgagee of record accepts a deed to said Condominium parcel in lieu of foreclosure, or where the Lessor under the 99-Year Lease obtains title as a result of foreclosure or the lien under said Lease or accepts a deed to a Condominium parcel in lieu of foreclosure, or other purchaser obtains title to a Condominium parcel as a result of foreclosure of the aforesaid Lessor's lien, such acquirer of title, his grantees, heirs, 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 unit 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 unit owners in the Condominium, including such acquirer, his grantees, heirs, successors and assigns.

In addition to the foregoing provisions of the preceding paragraph, where an institutional mortgagee obtains title to a Condominium parcel as a result of the foreclosure of its mortgage, or accepts a deed to said Condominium parcel in lieu of foreclosure, said mortgagee shall not be liable for the share of common expenses or assessments of the Association, as to and under the 99-Year Lease as set forth in Exhibit F attached to this Declaration of Condominium for as long thereafter as said mortgagee shall continue to be the owner of said Condominium parcel, shall receive a complete and total abatement of common expenses and or assessments by the Association, as to and under the 99-Year Lease as set forth in Exhibit F attached to this Declaration of Condominium, and such share of common expenses or assessments by the Association, as to and under the 99-Year Lease as aforesaid, shall be deemed to be common expenses, collectible from all of the unit owners in the Condominium, excluding said mortgagee.

The said institutional mortgagee shall receive the full benefit of the foregoing, including such time when said mortgagee shall lease said Condominium parcel, and notwithstanding the foregoing, said mortgagee and or its lessee shall be entitled to the use and enjoyment of the recreational facilities provided under the 99-Year Lease. The aforesaid abatement shall in no wise operate to extinguish or impair the liens for common expenses for the 99-Year Lease except as provided herein and said abated common expenses shall never be chargeable to or collectible from said mortgagee, its grantees, successors or assigns. Upon the said mortgagee conveying its title to the Condominium parcels so acquired by it (and the said conveyance shall be subject to this Declaration of Condominium and Exhibits attached hereto, including the 99-Year Lease), the foregoing abatement shall cease and the purchaser of said Condominium parcel from said mortgagee shall be liable for such share of common expenses or assessments by the Association as to the 99-Year Lease from and after the date of the acquisition of title.

The provisions of Article XXVI of the 99-Year Lease attached hereto as Exhibit E, which provides for certain rights in favor of certain institutional first mortgagees, as specified therein, as to the rent due as to a Condominium parcel under said 99-Year Lease, shall continue in full force and effect, and such provisions are paramount to and not limited by the foregoing two paragraphs in this Declaration, and said two foregoing paragraphs shall be so interpreted in this regard.

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Any person who acquires an interest in a unit, except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof), or of the Lessor's lien under the 99-Year Lease (or deed in lieu thereof), as specifically provided hereinabove, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owner have been paid.

## XII.

### PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. Right of First Refusal on Sale or Rental In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee

Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before making or accepting any offer to purchase, sell or lease or rent his Condominium parcel, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, or proposes to make, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, and such other information (to be requested within five days from the receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references. Such written notice shall be accompanied by a fee payable to the Association to cover its costs in processing such notice, a \$50.00 fee in connection with rental applications, and a \$75.00 fee in connections with sale applications

The Board of Directors of the Association, within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, (or mailed to the place designated by the unit owner in his notice), designate the Association, one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, lease or rent upon the said terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner

The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw

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and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within said fourteen-day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest, pursuant thereto to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

The consent of the Board of Directors of the Association shall be in recordable form, signed by the President or Vice President of the Association, and shall be delivered to the purchaser or lessee. Should the Association fail to act, as herein set forth, and within the time provided herein, the Association shall, nevertheless, thereafter prepare and deliver its written approval in recordable form, as aforesaid. No conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors, as herein set forth.

The sub-leasing or sub-renting of said unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Board of Directors shall have the right to require that a substantially uniform form of lease or sub-lease be used, or in the alternative, the form of Directors' approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, on the unit may be rented provided the occupant, as well as the lessee, his family and guests. No individual rooms may be rented and no transient tenants may be accommodated.

B. Alienation of Units. The following terms shall be applicable to alienation of units, to-wit:

1. No judicial sale of a unit nor any interest therein shall be valid, unless the sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by the President or Vice President of the Association and delivered to the purchaser, except for a sale to or by an institutional mortgagee.

2. Any sale or lease, which is not authorized pursuant to the terms of the Declaration, shall be void, unless subsequently approved by the Board of Directors, and said approval shall have the same effect as though it had been given and filed of record simultaneously with the instrument it approved.

3. The foregoing provisions of this Article XII shall not apply to transfers by a unit owner to any member of his immediate family (viz spouse, children or parents). The phrase "sell, rent or lease", in addition to its general definition shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale. In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children, or parents, or if some other person is designated by decedent's legal representative to receive the ownership of the Condominium unit, or if under the laws or descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association shall, within thirty (30) days of proper evidence of right

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designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant express its refusal or acceptance of the individual or individuals so designated as owner of the Condominium parcel. If the Board of Directors of the Association shall consent, ownership of the Condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the Condominium parcel, subject to the provisions of the enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above-mentioned thirty (30) days, to purchase or to furnish a purchaser for cash, the said Condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for the County wherein the Condominium is located, upon ten (10) days notice, on Petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may, then, and only in such event, take title to the Condominium parcel or, such person or persons, or the legal representative of the deceased owner, may sell the said Condominium parcel, but such sale shall be subject in all other respects to the provisions of this enabling Declaration and By-Laws of the Association.

4. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sublet said interest, as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and the By-Laws of the Association, as well as the provisions of the Condominium Act.

5. Special provisions regarding sale, leasing, mortgaging, or other alienation by certain mortgagees and developers and the lessor under the 99-Year Lease, are as follows:

a. An institutional first mortgagee holding a mortgage on a Condominium parcel, or the Lessor under the Long-Term Lease, upon becoming the owner of said Condominium parcel, through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an institutional first mortgage or the lien under the Long-Term Lease, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof and/or to mortgage said parcel, after prior offer to the Board of Directors of the Association. The provisions of Sections A and B, Nos. 1-4, of this Article XII shall be inapplicable to such institutional first mortgagee or the Lessor under the Long-Term Lease, or any Grantee of title as particularly described above in this Paragraph a.

b. The provisions of Sections A and B, Nos. 1-4 of this Article XII shall be inapplicable to the Developer. The said Developer is irrevocably empowered to sell, lease, rent and/or mortgage Condominium parcels or units, and portions thereof, to any

purchaser, lessee or mortgagee approved by it, and the Developer shall have the right to transact any business necessary to consummate the sale or rental of units, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s) signs, and all items pertaining to sales, shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold parcels, the Developer retains the right to be the owner of said unsold parcels; however, said Developer, for such time as it continues to be a parcel owner, but not exceeding twelve (12) months after the date of the filing of this Declaration of Condominium shall only be required to contribute such sums to the common expenses of the Condominium Association to the total of the monthly common expenses assessments paid by all other parcel owners, as may be required for the Association to maintain the Condominium, as provided in this Declaration and Exhibits attached hereto, but in no event shall the Developer be required to contribute to the common expenses as to the parcels owned by it, in an amount exceeding the obligation for such unit, as specified and set forth in Exhibit F attached to this Declaration. Commencing twelve (12) months after the date of the filing of this Declaration of Condominium, the Developer shall contribute to the common expenses, as to the parcels owned by it, in the same manner as all other parcel owners, as provided in Exhibit F attached to this Declaration.

### XIII.

#### INSURANCE PROVISIONS

A. **Liability Insurance.** The Board of Directors of the Association shall obtain Public Liability and Property Damage Insurance covering all of the common elements of the Condominium, and insure the Association and the common elements, as its and their interests appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$200,000/\$10,000. Said insurance shall include but not limit the same to water damage, legal liability, fire automobile, non-owned automobile and off-premises public coverage. All liability insurance shall contain Cross-Liability Endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. **Casualty Insurance.** The following terms shall be applicable to Casualty Insurance.

1. **Purchase.** The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and malicious mischief Insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgages as their interest may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the fair market insurable replacement value, as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance, shall be paid by the Association and charged as a common expense. The company or companies with which the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in

the State of Florida, and such insurance shall be purchased from an agent having a place of business in Broward County, Florida.

2 Loss Payable Provisions - Insurance Trustee

All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees as their interests may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined) who must first ascertain that the policies and any proceeds thereof will be paid in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to BANK OF MALLINDALE AND TRUST COMPANY, Hallandale, Florida, as Trustee or to any other bank in Florida with the members, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole 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 Association, the unit owners and their mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

a. Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

b. Condominium Units. Proceeds on account of Condominium units shall be in the following undivided shares:

(1) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(2) Total Destruction of Condominium improvements or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article - for the owners of all Condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

c. Mortgagees. In the event a Mortgagee Endorsement has been issued as to a unit, the share of the unit owner shall

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be held in trust for the mortgagee and the unit owner, as their respective interests may appear provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

3. Distribution of Proceeds Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expenses, or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

a. Reconstruction or Repair If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as else here provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittance for proceeds remaining after paying such costs shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the excess insurance proceeds to the payment or reduction of its mortgage debt.

b. Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to any personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated herein.

c. Certificate- In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association as to the names of the unit owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association, forthwith, shall deliver such Certificate.

4. Loss within a Single Unit- If loss shall occur within a single unit or units, without damage to the common elements of this Condominium, then in such event the insurance proceeds shall be distributed to the beneficial unit owner(s) - remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to

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require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

5. Loss less than "Very Substantial". Where a loss or damage occurs to any unit or units and the common elements, or to the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore and rebuild the damage caused by the loss where such loss or damage is less than "very substantial".

a. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

b. If the damage or loss is limited to the common elements, with no or minimum damage or loss to any individual unit(s), and if such damage or loss to the common elements is less than \$3,000.00, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

c. If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, after the written direction and approval of the Association and the Insurance Trustee, and upon the request of an institutional first mortgagee, the written approval shall also be required by the institutional first mortgagee owning and holding the first recorded mortgage encumbering a Condominium unit, so long as it owns and holds any mortgage encumbering a Condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right of approval shall pass to the institutional first mortgagee having the highest senior indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the Certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from the proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute any affidavit required by law or by the Association, the aforesaid institutional first mortgagee, and the Insurance Trustee, and deliver the same to the Insurance Trustee, and the foregoing shall be in such form as any of the aforesaid parties may require. In addition to the foregoing, the institutional first mortgagee whose approval may be required as aforesaid, shall have the right to require the Association to obtain Completion, Performance and Payment Bond, in such form and amount, and with a bonding company authorized to do business in the State of Florida, as are acceptable to the said mortgagee.

d. Subject to the foregoing, the Board of Directors of the Association shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

e. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair for

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for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owner's share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is attributable to his individual unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), then the Board of Directors shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owner's share in the common elements, just as though all of said damage occurred to the common elements. The special assessments funds shall be delivered to the Insurance Trustee by the Association, and added by the Trustee to the proceeds available for the repair and restoration of the property.

6. "Very Substantial Damage" As used in this Declaration or any other context dealing with this Condominium, the term "very substantial damage" shall mean loss or damage whereby 3/4ths or more of the total unit space in the Condominium is rendered uninhabitable or loss or damage whereby 75% or more of the total amount of insurance coverage (placed as per Article XIII 3 1) becomes payable. Should such "very substantial damage" occur, then:

a. The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

b. Thereupon, a meeting of the unit owners of this Condominium shall be called by the Board of Directors of the Association to be held not later than sixty (60) days after the casualty, to determine the wishes of the unit owners of this Condominium with reference to the abandonment of the Condominium property, subject to the following:

(1) If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be restored and repaired, unless 2/3rds of the unit owners of this Condominium shall vote to abandon the Condominium project, and the written consent of the Lessor under the 99-Year Lease is obtained, in which case, the Condominium property shall be removed from the provisions of the law by the recording in the Public Records of Broward County, Florida, an instrument terminating this Condominium, which said instrument shall further set forth the facts effecting the termination, certified by the Association and executed by its President and Secretary. The termination of the Condominium shall become effective upon the recording of said instrument, and the unit owners shall thereupon become owners as tenants in common in the property, i.e., the real, personal, tangible and intangible personal property, and any remaining structures of the Condominium, and their undivided interests in the property shall be the same as their undivided interests in the common elements of this Condominium prior to its termination, and the mortgages and liens upon Condominium parcels shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

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(2) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the unit owners of this Condominium vote against such special assessment and to abandon the Condominium project, then it shall be so abandoned and the Condominium property removed from the provisions of the law, and the Condominium terminated as set forth in Paragraph 6b(1) above, and the unit owners shall be tenants in common in the property in such undivided interests, and all mortgages and liens upon the Condominium parcels shall encumber the undivided interests of such tenants in common, as is provided in said Paragraph 6b(1) above. In the event a majority of the unit owners in the Condominium vote in favor of the special assessments, the Association shall immediately levy such special assessment and, thereupon, the Association shall proceed to negotiate and contract for such repairs and restoration subject to the provisions of Paragraph 5c and 5c above. The special assessment funds shall be collected by the Association or the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property as provided in Paragraph 5c above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the unit owner shall be obligated to replenish the funds so paid over to his mortgagee and said unit owner and his unit shall be subject to special assessment for such sum.

c In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors shall be binding upon all unit owners.

7. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of repair and restoration, the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the funds in the manner elsewhere stated herein.

8. Certificate. The Insurance Trustee may rely upon a Certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association shall forthwith deliver such Certificate.

9. Plans and Specifications. Any repair and restoration must be substantially in accordance with the Plans and Specifications for the original building, or as the building was last constructed, or according to the Plans and Specifications approved by the Board of Directors, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

10. Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising

under insurance policies purchased by the Association, and to execute and deliver Releases therefor, upon the payment of claims

C. Workmen's Compensation Policy The Association shall obtain Workmen's Compensation Policy Insurance to meet the requirements of law

D. Other Insurance: The Association shall obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

E. Individual Owner's Insurance Each individual owner shall be responsible for purchasing at his own expense, Liability Insurance to cover accidents occurring within his own unit, and for purchase of proper fire and personal property and living expense insurance, but all such insurance must be obtained from an insurance company from which the Association obtains coverage against the same risk, accident, or peril, in the Association has such coverage, and such insurance, if applicable, shall contain the same waiver of subrogation, if available, as referred to in Paragraph F hereinafter

F. Waiver of Subrogation. If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurer waives its right of subrogation as to all claims against unit owners, the Association and their respective servants agents and guests.

#### XIV.

##### MAINTENANCE AND REPAIRS

A. The Board of Directors of the Association may enter into a contract with a firm, person or corporation, or may join with other Condominium Associations in contracting for the maintenance and repair of the Condominium property(ies), and may contract for or may join with other Condominium Associations in contracting for the management of the Condominium property(ies), and may delegate to the Contractor or Manager all the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws to have approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the budget, make assessments for common expenses and collect assessments, as provided in this Declaration and By-Laws, subject always to the supervision and right of approval of the Board of Directors of the Association. The Contractor or Manager, by way of person, firm or corporation, may be the same or substantially the same individual(s) as those composing the Development Corporation, Association, or Lessor under the Long-Term Lease. An initial Janitorial and Maintenance Contract has been effected, as described on Exhibit G attached hereto.

B. Each unit owner agrees as follows

1. To maintain in good condition and repair, his unit and all interior surfaces within or surrounding his unit, including the balconies (including applicable screening) such as the surfaces of the walls, ceiling and floors whether or not a part of unit or common elements, and the entire interior of his unit, and to maintain and repair the fixtures and equipment therein, which includes but is not limited to the following, where applicable

conditioning condenser unit which is outside the unit, refrigerators, stoves, fans, hot water heaters, dishwashers and other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water lines within the unit, electric panels and wiring, electric outlets and fixtures within the unit and on the screened porch and car-porche, interior doors, windows, screening and glass, including windows screening and glass on the screened porch and fixed and/or sliding glass doors, including the operating mechanisms, and pay for such utilities as are separately metered to this unit. It is anticipated that water and sewage shall be charged to the Condominium as a whole and/or to various areas of the condominium community; consequently, as long as this procedure continues, the charges for same shall be a part of the common expenses. Where a unit is carpeted, the cost of replacing carpeting shall be borne by the unit owner of said unit, and he shall replace lights on the screened porch.

2. Not to make or cause to be made any structural addition or alteration to his unit or to the common elements, without prior consent of the Association and all mortgagees holding a mortgage on his unit.

3. To make no alteration, decoration, repair, replacement or change of the common elements, or to any outside or exterior portion of the building to use only those contractors or subcontractors within his unit approved by the Board of Directors of the Association. However, institutional mortgagees may use such contractors or subcontractors as they desire.

4. To permit the Board of Directors, or the agents or employees of the Association, to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the unit, or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

5. To show no signs, advertisements or notices of any type on the common elements or his unit, and erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

C. In the event the owner of a unit fails to maintain said unit and limited common elements, as are required in this Declaration or makes any structural addition or alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a Court of Equity for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association, through its Board of Directors, shall have the right to levy an assessment against the owner of the unit, and the unit, for such necessary sums to remove any unauthorized structural addition or alteration, and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Association shall have the further right to have its employees and agents, or any subcontractor appointed by it enter the unit at all reasonable times to do such work as is deemed necessary by the Board of Directors to enforce compliance with the provisions hereof.

D. The Association shall determine the exterior color scheme of the buildings, and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior

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wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto without the written consent of the Association.

E The Association shall be responsible for the maintenance, replacement and repair of the common elements, and all portions of the Condominium property not required to be maintained, repaired or replaced by the unit owner(s).

#### XV

##### LIMITED COMMON ELEMENTS

Those areas reserved for the use of a certain unit owner or certain unit owners, to the exclusion of other unit owners, shall be designated as "limited common elements". Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common elements of the Association. Should such maintenance, repair or replacement be caused by negligence or misuse of a unit owner, his family or guests, servants and invitees, he shall be responsible therefor and the Association shall have the right to levy an assessment against the owner of the said unit, such assessment shall have the same force and effect as all other special assessments, subject to the approval of the Association.

#### XVI

##### TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in Section 718 of the Condominium Act at any time; however, the written consent of the Lessor under the 99-Year Lease shall also be required. In addition thereto, when there has been "very substantial" damage, as defined in Article XIII B 6 above, this Condominium shall be subject to termination as provided in Article XIII B 6 and c, and in this event, the lien of the Lessor upon this Condominium and the Condominium parcels, and all rights of the Lessor under the 99-Year Lease shall continue in full force and effect. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the unit owners of this Condominium pursuant to notice and is approved in writing within sixty (60) days of the said meeting by three-fourths (3/4) of the unit owners of this Condominium and all institutional mortgagees, and the Lessor under the 99-Year Lease, then the approving unit owners shall have an option to purchase all of the parcels of the other owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

A. Exercise of Option. An Agreement to Purchase, executed by the Association and/or the record owners of the parcels who will participate in the purchase, shall be delivered by personal delivery or mailed by Certified Mail or Registered Mail, to each of the record owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which parcels will be purchased by each participating owner.

or group of owners, and shall require the purchase of all parcels owned by owners not approving the termination but the Agreement shall effect a separate contract between each seller and his purchaser.

B. 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 appraisers appointed by the Senior Judge of the Circuit Court in and for Pro and County, Florida, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment: The purchase price shall be paid in cash.

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

#### XVII

##### 99-YEAR LEASE

The Association, as Lessee, has entered into a 99-Year Lease Agreement with BANK OF HALLANDALE AND TRUST COMPANY, as Lessor.

Pursuant to Florida Statute 711.121, the Association has acquired a leasehold interest in and to the leased premises defined and described in the 99-year Lease attached hereto as Exhibit B, and said Exhibit B annexed to this Declaration is made a part hereof just as if the said Lease were fully set forth herein. Pursuant to Florida Statute 711.121 and pursuant to the 99-year Lease all moneys due and to become due under the provisions of said Lease, including, without limitation, expenses of rent, taxes, assessments, insurance premiums and costs of maintenance and repair, including the operation of said leased premises and all replacements and undertakings, and such other items as are specified in said Lease are and shall continue to be, for the full term of said Lease declared to be common expenses of the Condominium.

Each unit owner agrees to be bound by the terms and conditions of said 99-year Lease and agrees to make payment to the Association of his share of the moneys due, pursuant to and in the amount, or proportion or percentage amount, if so stated, as specified in said Lease and this Declaration of Condominium. It shall be mandatory for the unit owner to make said payments, regardless of whether or not said unit owner uses the recreational facilities.

#### XVIII

##### MISCELLANEOUS PROVISIONS

A. Escrow Account for Insurance and Certain Taxes: There shall be established and maintained in a local, national or state bank, or a federal or state savings and loan association, two (2) accounts, in order to accumulate sufficient moneys for the following purposes.

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1 To pay all insurance premiums for the insurance on the Condominium property obtained and purchased by the Association, pursuant to Article VIII of this Declaration; and

2 To pay all real or personal property taxes assessed by the taxing authorities aforesaid for property owned by the Condominium, or taxes which the Condominium is required to pay, as part of its common expenses, which taxes are not included in the taxes assessed by the taxing authorities against the individual Condominium parcels.

On or before the 30th day of each month, the Treasurer of this Condominium Association shall cause two (2) checks to be issued and drawn on the Association's bank account - each check being equal respectively to one-twelfth (1/12) of the estimated yearly amounts as to Items 1 and 2 above, and said checks shall be immediately deposited into the appropriate account.

These accounts shall be maintained in the state or national bank or state or Federal savings and loan association owning and holding the first recorded mortgage encumbering a Condominium unit, and upon the aforesaid mortgagee's no longer owning and holding a mortgage on a unit, then these accounts shall be maintained in the state or savings and loan association having the highest dollar amount of indebtedness of institutional first mortgages and against the Condominium units. Where said institutional first mortgage is not a state or Federal savings and loan association, said account shall be maintained in one of the foregoing as selected by said institutional mortgagee.

These accounts shall have the right of withdrawal restricted to a joint request by the Board of Directors of this Condominium Association and the institution holding the first recorded mortgage encumbering a unit, and thereafter, the institution having the highest dollar amount of indebtedness on units.

If, for any reason, this Condominium Association does not pay the real property taxes assessed as to Item 2 above, within sixty (60) days after these taxes are permitted by law to be paid, then the institution having the right of withdrawal as aforesaid shall have the right to withdraw, without the written consent of the Board of Directors of this Condominium Association, such sums of money as are necessary to pay Item 2. Similarly, in the event the annual premium as to Item 1 above is not paid on or before its due date, said institution having the right of withdrawal as aforesaid, shall have the right, without the necessity of securing the written consent of the Board of Directors of this Condominium Association, to withdraw such sums of money as are necessary to pay the then due premiums.

Should a Condominium owner fail to pay that portion of the monthly assessment relating to Items 1 and 2 above, within thirty (30) days from its due date, the Condominium Association shall have the right, but it is not required, to advance the necessary funds so as to deposit the required monthly sum into the accounts.

The Condominium Association shall have a lien for all sums so advanced, together with ten percent (10%) interest thereon. It shall also have the right to assign its lien to any unit owner or group of unit owners, or to any third party. In the event the Association does not advance funds as aforesaid, the holder of a

institutional first mortgage on the delinquent unit, or the institution having the right of withdrawal as aforesaid, or the institution having the highest dollar indebtedness on Condominium units, may advance the necessary funds into the accounts to make up the delinquency. Said institution shall have a lien for all sums so advanced and may bring suit to foreclose the interest of the delinquent Condominium unit owner in his Condominium unit.

The Condominium unit owners herein consent to the establishment of such lien as a result of these advances in favor of the institution(s) or Association, as aforescribed.

The listing of the above rights and/or powers as herein prescribed for a state or national bank or state or Federal savings and loan association holding the first recorded mortgage encumbering a Condominium unit or the holder of institutional first mortgage does not create any obligation for same, but is a listing of discretionary powers and/or rights which may be assumed or adopted in whole or in part by such institution at any time.

B. The owners of the respective Condominium units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective Condominium units, nor shall the unit owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective Condominium units which are utilized for or serve more than one Condominium unit which items are by these provisions hereby made a part of the common elements. Said unit owner, however, shall be deemed to own the walls and partitions which are contained in said unit owner's respective Condominium unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including surfacing, paint, wallpaper, etc.

C. The owners of the respective Condominium units agree that if any portion of a Condominium unit or common element, or limited common element, encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event the Condominium building is partially or totally destroyed, and then re-built, the owners of the Condominium parcels agree that encroachments on parts of the common elements or limited common elements or Condominium units, as aforescribed, due to construction shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

D. That no owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his Condominium unit.

E. The owners of each and every Condominium parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Condominium is situated, or such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein shall be construed

however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation of the taxing authorities from the valuations herein prescribed, each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his Condominium parcel.

For the purposes of ad valorem taxation, the interest of the owner of a Condominium parcel, in his Condominium unit and in the common elements, shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals one hundred percent (100%) of the value of all of the land and improvements thereon.

F. All provisions of this Declaration and Exhibits attached hereto and hereunto, shall be construed to be covenants running with the land, and of every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto, and every unit owner and claimant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and hereunto.

G. Wherever notices are required to be sent hereunder, the same may be delivered to unit owners either personally, or by mail, addressed to such unit owners at their place of residence in the Condominium, unless the unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering the said notices.

Notices to the Association shall be delivered by mail to the office of the Association at 3777 N. W. 78th Avenue, Hollywood, Florida, with a copy to Koenig and Katz, P. O. Box 7159, Hollywood, Florida 33021.

Notices to the Developer shall be delivered by mail to the office of the Developer at 3777 N. W. 78th Avenue, Hollywood, Florida, with a copy to Koenig and Katz, P. O. Box 7159, Hollywood, Florida 33021.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the personal representative of a deceased owner, or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased owner is being administered.

H. 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 assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

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I. The "remedy for violation" provided for by Section 2 of the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a Court action to bring about compliance with the law, this Declaration and the By-Laws, and upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner(s) violating shall reimburse the Association for its reasonable attorneys' fees incurred by it in bringing such action, as determined by the Court.

J. Subsequent to filing this Declaration of Condominium, the Condominium Association shall be authorized to a vote of not less than one-half (1/2) of the total vote of the members of the Association and approval by all of the owners and holders of institutional first mortgages encumbering Condominium parcels, and the Lessor under the 99-Year Lease, as long as said 99-Year Lease remains in effect, to acquire and enter into agreements from time to time, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expenses of rental, repairs, operations, replacements and other outlays in connection therewith, shall be common expenses, together with all other expenses and costs herein or by law required as common expenses.

K. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural and the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose or creating a uniform plan for the operation of a Condominium.

L. The captions used in this Declaration and Exhibits annexed hereto are inserted solely as a matter of convenience, and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

M. Where an institutional first mortgage, by some circumstance, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an institutional first mortgage.

N. If any term, covenant, provision, phrase or other element of the Condominium documents, or of the Condominium Act, or the application thereof, is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium documents or the Condominium Act, or the application thereof.

O. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium documents, except as specifically set forth therein, and no one shall rely upon any warranty or representation not so specifically made therein. Any estimates of common expenses, taxes or other charges are deemed accurate but no warranty or guaranty is made or intended, nor may one be relied upon.

ENCLOSURE 5233 ENCLOSURE 555

P By way of clarification as to Article VII of this Declaration, the 99-Year Lease may be amended by an instrument in writing executed by the Lessor and the Condominium Association, by and through its Board of Directors, except there shall be no amendment affecting the 99-Year Lease nor the manner of sharing common expenses under the 99-Year Lease, nor impair the rights of unit owners to the use and enjoyment of the recreational area and facilities, without the unit owners so affected and all record owners of institutional mortgages thereon joining in the execution of said amendment. The aforesaid amendment shall be duly recorded in the Public Records of Broward County, Florida, and the recording of said amendment shall constitute an amendment to this Declaration of Condominium as to the provisions herein relative to said 99-Year Lease. Where the Developer continues to hold title to Condominium units in this Condominium at the time of a proposed amendment, as set forth in this paragraph, the approval of the Developer shall be required. No amendment, as set forth in this paragraph, shall change the provisions of the 99-Year Lease or this Declaration with respect to institutional mortgagees, nor shall any such amendment affect, impair or prejudice the validity, rights and priorities of any mortgages encumbering parcels in this Condominium. The Board of Directors of the Condominium Association are empowered and authorized, without the approval of the unit owners, to amend the 99-Year Lease and this Declaration, as contemplated in this Paragraph P

Q All parking spaces are common elements, and the Association shall have the right to regulate and assign each to individual unit owners

P. Porches or screened porches or balconies or screened balconies shall be part of the Condominium unit, and the unit owner shall maintain them subject to the rules of the Association making the outside of each building uniform in appearance

IN WITNESS WHEREOF, GATELAND ENTERPRISES, INC., a Florida corporation, has caused these presents to be signed in its name by its President, its corporate seal affixed, attested by its Secretary this 7th day of February, 1973 xxxxxx

Signed, sealed and delivered  
in the presence of

[Signature]  
[Signature]  
As to GateLand Enterprises,  
Inc.

GATELAND ENTERPRISES, INC

By [Signature]  
President

Attest [Signature]  
Secretary

STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority personally appeared

S DAVID GATELAND and DONALD LALAY

to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of GATELAND ENTERPRISES, INC., a Florida corporation, and they severally acknowledged before me that they executed such instrument as such officers of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that the said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, in the County and State above mentioned, this 7<sup>th</sup> day of February 1973

Notary Public

My Commission Expires 1-1-74

FOR GOOD AND VALUABLE CONSIDERATIONS the receipt whereof is hereby acknowledged GATELAND VILLAGE CONDOMINIUM, INC. a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto

IN WITNESS WHEREOF, GATELAND VILLAGE CONDOMINIUM, INC., a Florida corporation not for profit, has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its Secretary, this 7th day of February 1973

Signed, sealed and delivered  
in the presence of

GATELAND VILLAGE CONDOMINIUM, INC.

By [Signature] President

Attest [Signature] Secretary

As to GATELAND VILLAGE  
Condominium, Inc

STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

BEFORE ME the undersigned authority, personally appeared

S DAVID GATELAND and DONALD LALAY

to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of GATELAND VILLAGE CONDOMINIUM, INC., a Florida corporation not for profit, and they severally acknowledged before me that they executed such instrument as such officers of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that the said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State above mentioned, this 7<sup>th</sup> day of February 1973.

COPIES OF THIS INSTRUMENT: Koenig and Katz, Davie, Port Lauderdale, Florida Notary Public

EXHIBIT A ATTACHED TO AND MADE A PART OF THAT CERTAIN  
DECLARATION OF CONDOMINIUM OF GATELAND VILLAGE  
CONDOMINIUM, SECTION A, DATED FEBRUARY 7, 1973

THE FOLLOWING FIVE PARCELS, TO WIT

Parcel 1

That part of Tracts 25, 26, 27, 28, 37 and 38 of A J. Bendle Subdivision of Section 3, Township 51 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1, Page 27, of the Public Records of Dade County, Florida, said lands situate, lying and being in Broward County, Florida, LESS the West 55.0 feet for road right-of-way of N W 80th Avenue and LESS the East 25.0 feet for road right-of-way of N W 78th Avenue, more particularly described as follows: Commencing at the NE corner of said Tract 25, thence S 89°11'57" W along the North line of said Tract 25 a distance of 126.75 feet to the NE corner of lands owned by GATELAND ENTERPRISES, thence run S 58°57'15" W a distance of 151.74 feet to a point of intersection of a curve; thence S 08°42'57" E a distance of 214.477 feet to a point, thence S 07°04'48" W a distance of 158.206 feet to a point, thence N 44°40'07" E a distance of 59.544 feet to the Point of Beginning; thence N 07°08'11" E a distance of 115.0 feet to a point, thence S 82°51'49" E a distance of 6.50 feet to a point, thence S 07°08'11" W a distance of 1.50 feet to a point, thence S 82°51'48" E a distance of 46.50 feet to a point, thence S 07°08'10" W a distance of 112.0 feet to a point, thence N 82°51'48" W a distance of 46.50 feet to a point, thence S 07°08'11" W a distance of 1.50 feet to a point, thence S 82°51'53" W a distance of 6.50 feet to the Point of Beginning.

Parcel 2

That part of Tracts 25, 26, 27, 28, 37, and 38 of A J. BENDLE SUBDIVISION of Section 3, Township 51 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1, Page 27 of the Public Records of Dade County, Florida, said lands situate, lying and being in Broward County, Florida, LESS the West 55.0 feet for road right-of-way of N W 80th Avenue, and LESS the East 25.0 feet for road right-of-way of N W 78th Avenue, more particularly described as follows: Commencing at the NE corner of said Tract 25, thence S 89°11'57" W along the North line of said Tract 25 a distance of 126.75 feet to the NE corner of lands owned by GATELAND ENTERPRISES, thence run S 58°57'15" W a distance of 151.74 feet to a point of intersection of a curve, thence S 08°42'57" E a distance of 214.477 feet to a point, thence S 07°04'48" W a distance of 158.206 feet to a point, thence S 54°15'47" E a distance of 49.921 feet to the Point of Beginning. Thence N 83°15'01" E a distance of 6.50 feet to a point, thence S 06°44'59" E a distance of 1.50 feet, thence N 83°15'01" E a distance of 46.50 feet to a point, thence S 06°44'59" E a distance of 112.0 feet to a point, thence S 83°15'01" W a distance of 46.50 feet to a point, thence S 06°45'07" E a distance of 1.50 feet to a point, thence S 83°15'00" W a distance of 6.50 feet to a point, thence N 06°44'59" W a distance of 115.0 feet to the Point of Beginning.

Exhibit A - Page 1

LAW OFFICES KOENIG AND KATZ

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## Parcel 3

Commencing at the NE corner of said Tract 25 as defined by the above described legal descriptions of Buildings 2 and 3, thence S 89°11'57" W a distance of 126.75 feet, thence due South 407.50 feet to the Point of Beginning, thence continue due South 65.0 feet to a point, thence due West 100.0 feet to a point, thence due North 65.0 feet to a point, thence due East 100.0 feet to the Point of Beginning, Excepting therefrom for purposes of ingress and egress the North 25.0 feet of the South 45.0 feet of the above described parcel.

## Parcel 4

Commencing at the NE corner of said Tract 25 as defined by the above described legal descriptions of Buildings 2 and 3, thence S 89°11'57" W a distance of 126.75 feet, thence due South 303.80 feet to a point, thence due West 17.40 feet to a point, thence N 82°51'48" W a distance of 49.50 feet to the Point of Beginning, thence S 07°08'11" W 100.0 feet to a point, thence S 02°51'48" W, 20.0 feet, thence N 07°08'11" E, 100.0 feet, thence S 82°51'48" E, 20.0 feet to the Point of Beginning.

## Parcel 5

Commencing at the E corner of said Tract 25 as defined by the above described legal descriptions of Buildings 2 and 3, thence S 89°11'57" W a distance of 126.75 feet, thence due South 477.25 feet to a point, thence due West 20.80 feet to a point, thence S 83°15'10" E, 49.50 feet to the Point of Beginning, thence S 06°14'59" E, 100.0 feet to a point, thence S 83°15'10" W, 20.0 feet to a point, thence N 06°44'59" W, 100.0 feet to a point, thence N 83°15'10" W, 20.0 feet to the Point of Beginning.

Exhibit A - Page 2

LAW OFFICES KOENIG AND KATZ

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Together with a non-exclusive easement for ingress and egress on the two following described parcels

1. A strip of land 50 feet wide lying equal on both sides of the following described centerline

Tracts 25, 26, 27, 28, 37 and 38 of A. J. BENDLE SUBDIVISION, Section 3, Township 51 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1, page 27 of the Public Records of Dade County, Florida. Said lands situate, lying and being in Broward County, Florida, less the West 55.0 feet for road right-of-way of N. W. 80th Avenue and LESS the East 25.0 feet for road right-of-way of N. W. 78th Avenue, more particularly described as follows: Commencing at the 'E' corner of said Tract 25, due South a distance of 625.00 feet to the point of beginning; thence South 89°11'57" West a distance of 189.00 feet to a point of ending

2. A strip of land 25 feet wide lying equal on both sides of the following described centerline:

Tracts 25, 26, 27, 28, 37 and 38 of A. J. BENDLE SUBDIVISION, Section 3, Township 51 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1, page 27 of the Public Records of Dade County, Florida. Said lands situate, lying and being in Broward County, Florida, less the West 55.0 feet for road right-of-way of N. W. 80th Avenue, and LESS the East 25.0 feet for road right-of-way of N. W. 78th Avenue, more particularly described as follows: Commencing at the NE corner of said Tract 25, due South a distance of 625.00 feet to a point, thence South 89°11'57" West a distance of 189.00 feet to a point, thence North 06°44'59" West a distance of 200.00 feet to a point, thence North 07°08'11" East a distance of 155.00 feet to the point of beginning, thence North 89°11'57" East a distance of 132.50 feet to the point of ending

Exhibit A - Page 3

11-5233 407550

115 NORTH 11th AVE

PHONE 341 11 44 1

Arthur C Boggs

REGISTERED LAND SURVEYOR

Hollywood Florida

TO ALL WHOM THESE PRESENTS SHALL COME, I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Office of the Clerk of the Circuit Court, Dade County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my Office at Hollywood, Florida, this 17th day of November, 2006.

Arthur C Boggs

38th

Paul D. Harrison

Notary Public, State of Florida at Large  
My Commission Expires Feb. 10, 1976  
Jesse B. Harrison, Inc. & Casualty Co.

FILE 5233-21561

EXHIBIT B ATTACHED TO AND MADE A PART OF THAT CERTAIN  
DECLARATION OF CONDOMINIUM OF GATELAND VILLAGE  
CONDOMINIUM, SECTION A, DATED FEBRUARY 7, 1973

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EXHIBIT B ATTACHED TO AND MADE A PART OF THAT CERTAIN  
JANITORIAL AND MAINTENANCE AGREEMENT BY AND BETWEEN  
GATELAND VILLAGE CONDOMINIUM, INC., A FLORIDA NON-  
PROFIT CORPORATION, AND GATELAND MAINTENANCE CORP., A  
FLORIDA CORPORATION, DATED FEBRUARY 7, 1973

THE FOLLOWING FIVE PARCELS, TO WIT

Parcel 1-

That part of Tracts 25, 26, 27, 28, 37 and 38 of A. J. Bendle Subdivision of Section 3, Township 51 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1, Page 27, of the Public Records of Dade County, Florida, said lands situate, lying and being in Broward County, Florida, LESS the West 55.0 feet for road right-of-way of N. W. 80th Avenue and LESS the East 25.0 feet for road right-of-way of N. W. 78th Avenue, more particularly described as follows: Commencing at the NE corner of said Tract 25, thence S 89°11'57" W along the North line of said Tract 25 a distance of 126.75 feet to the NE corner of lands owned by GATELAND ENTERPRISES, thence run S 58°57'15" W a distance of 151.74 feet to a point of intersection of a curve; thence S 08°42'57" E a distance of 214.477 feet to a point; thence S 07°04'48" W a distance of 158.206 feet to a point, thence N 44°40'07" E a distance of 59.544 feet to the Point of Beginning, thence N 07°08'11" E a distance of 115.0 feet to a point; thence S 82°51'49" E a distance of 6.50 feet to a point, thence S 07°08'11" W a distance of 1.50 feet to a point, thence S 82°51'48" E a distance of 46.50 feet to a point, thence S 07°08'10" W a distance of 112.0 feet to a point, thence S 82°51'48" W a distance of 46.50 feet to a point, thence S 07°08'11" W a distance of 1.50 feet to a point, thence N 82°51'53" W a distance of 6.50 feet to the Point of Beginning

Parcel 2

That part of Tracts 25, 26, 27, 28, 37, and 38 of A. J. BENDLE SUBDIVISION of Section 3, Township 51 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1, Page 27 of the Public Records of Dade County, Florida, said lands situate, lying and being in Broward County, Florida, LESS the West 55.0 feet for road right-of-way of N. W. 80th Avenue, and LESS the East 25.0 feet for road right-of-way of N. W. 78th Avenue, more particularly described as follows: Commencing at the NE corner of said Tract 25, thence S 89°11'57" W along the North line of said Tract 25 a distance of 126.75 feet to the NE corner of lands owned by GATELAND ENTERPRISES, thence run S 58°57'15" W a distance of 151.74 feet to a point of intersection of a curve, thence S 08°42'57" E a distance of 214.477 feet to a point, thence S 07°04'48" W a distance of 158.206 feet to a point, thence S 54°15'47" E a distance of 49.921 feet to the Point of Beginning. Thence N 83°15'01" E a distance of 6.50 feet to a point; thence S 06°44'59" E a distance of 1.50 feet, thence N 83°15'01" E a distance of 46.50 feet to a point; thence S 06°44'59" E a distance of 112.0 feet to a point, thence S 83°15'01" W a distance of 46.50 feet to a point, thence S 06°45'07" E a distance of 1.50 feet to a point, thence S 83°15'00" W a distance of 6.50 feet to a point, thence N 06°44'59" W a distance of 115.0 feet to the Point of Beginning

Exhibit B - Page 1

LAW OFFICES KOENIG AND KATZ

REC-5233 pag 820

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Parcel 3

Commencing at the NE corner of said Tract 25 as defined by the above described legal descriptions of Buildings 2 and 3, thence S 89°11'57" W a distance of 126.75 feet, thence due South 407.50 feet to the Point of Beginning thence continue due South 65.0 feet to a point, thence due West 100.0 feet to a point thence due North 65.0 feet to a point, thence due East 100.0 feet to the Point of Beginning, Excepting therefrom for purposes of ingress and egress the North 25.0 feet of the South 45.0 feet of the above described parcel

Parcel 4

Commencing at the NE corner of said Tract 25 as defined by the above described legal descriptions of Buildings 2 and 3, thence S 89°11'57" W a distance of 126.75 feet, thence due South 303.80 feet to a point, thence due West 17.40 feet to a point, thence N 82°51'48" W a distance of 49.50 feet to the Point of Beginning, thence S 07°08'11" W 100.0 feet to a point, thence N 02°51'48" W, 20.0 feet, thence N 07°08'11" E, 100.0 feet thence S 82°51'48" E, 20.0 feet to the Point of Beginning

Parcel 5

Commencing at the NE corner of said Tract 25 as defined by the above described legal descriptions of Buildings 2 and 3, thence S 89°11'57" W a distance of 126.75 feet, thence due South 477.25 feet to a point, thence due West 29.80 feet to a point, thence S 83°15'10" W, 49.50 feet to the Point of Beginning; thence S 06°14'59" E, 100.0 feet to a point, thence S 83°15'10" W, 20.0 feet to a point, thence N 06°14'59" W, 100.0 feet to a point; thence N 83°15'10" W, 20.0 feet to the Point of Beginning

Exhibit B - Page 2

LAW OFFICES KUENIG AND KATZ

PAGE 621

REF 5233-562

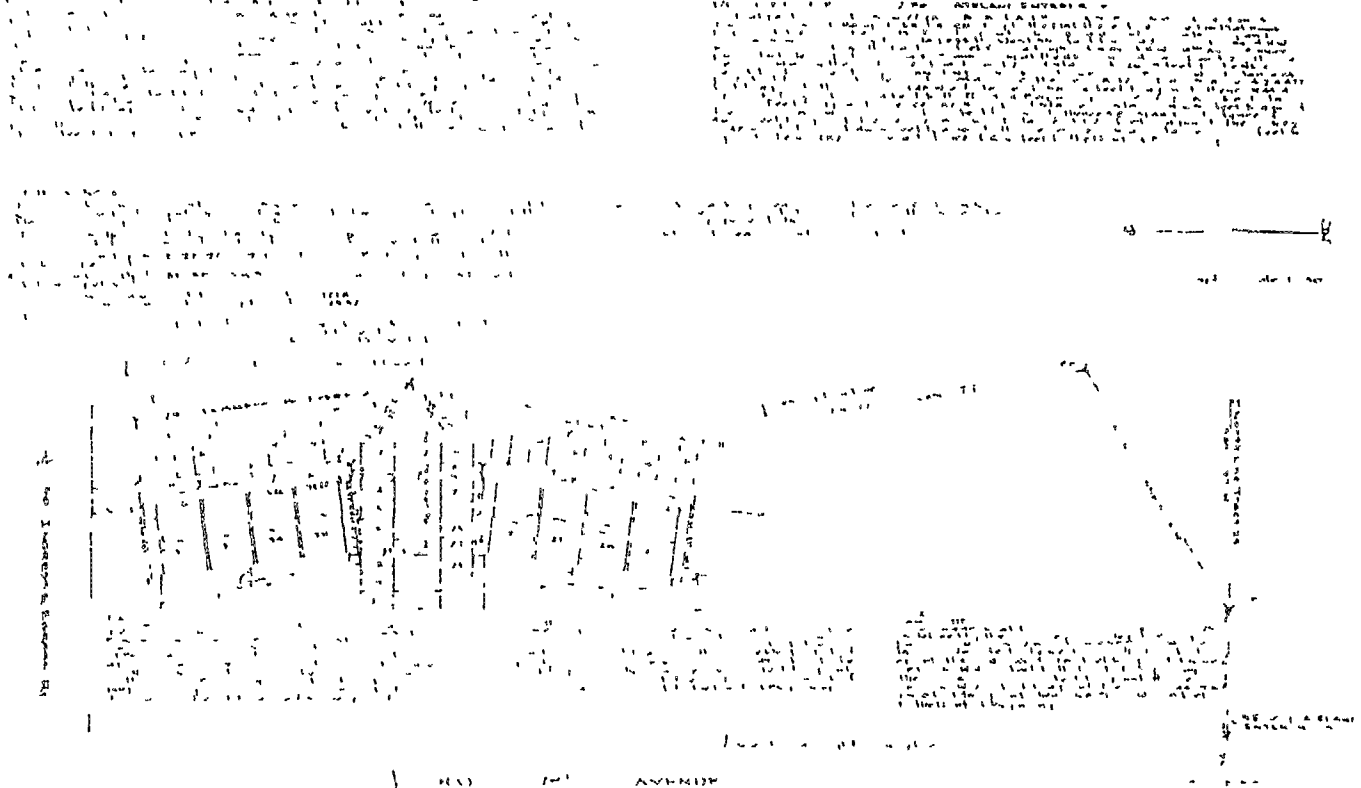
**F. R. A. F. L. O. W. E. R.**

Sheet No 1 of 2

GATELAND VILLAGE CONDOMINIUM, SECTION A

SECOND FLOOR

5233 DEL 563



*Michael R. Sapp*

PAGE 32

EXHIBIT E ATTACHED TO AND MADE A PART OF THAT CERTAIN DECLARATION OF CONDOMINIUM OF GATELAND VILLAGE CONDOMINIUM, SECTION A, DATED FEBRUARY 7, 1973.

NINETY-NINE YEAR LEASE

THIS LEASE, made and entered into this 7th day of February, 1973, by and between BANK OF HALLANDALE AND TRUST COMPANY, As Trustee, as Lessor, and GATELAND VILLAGE CONDOMINIUM, INC, a corporation not for profit, as Lessee.

WITNESSETH

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 Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto the said Lessee, its successors and assigns, the realty described on Exhibit 1 attached hereto and incorporated herein by reference, and such other realty as may be added to the demised premises by the parties from time to time, to have and to hold the said premises unto said Lessee for a term of ninety-nine (99) years, beginning on the 1st day of April, 1973, and ending ninety-nine (99) years thereafter unless terminated prior to said date in accordance with the terms and conditions hereof.

ARTICLE I.

TITLE

Lessor covenants that it owns the above described property in fee simple. Lessee herein assumes and agrees to take subject to, specifically, but not limited to, the following

- A Conditions, restrictions, limitations and easements of record, on the date of this lease.
- B All zoning ordinances affecting said land, if any
- C. Questions of locations, measurement and survey
- D. All taxes and assessments for the year 1973 and subsequent years.
- E Mortgages of record.

ARTICLE IX.

PARTIES

The Lessee is an Association formed to conduct and administer the affairs of all condominiums to be erected upon the lands which are described on Exhibit 2 attached hereto, which condominium shall

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collectively be referred to hereinafter as GATELAND VILLAGE. Usage of such facilities will be limited to members of the Lessee Association pursuant to its rules and regulations. Lessee shall not have more than 2,000 condominium unit owner members.

The Lessor agrees that it will cause recreational facilities to be constructed upon the demised premises at its own cost and expense, which facilities will be deemed part and parcel of the demised premises.

The liability of the Lessor herein for any and all obligations hereunder and/or arising through this lease contract is limited solely to its interest in the demised premises, described in Exhibit 1 attached hereto and incorporated herein by reference. Under no circumstances shall the Lessor have any liability, direct or indirect, under this lease agreement beyond such demised premises.

### ARTICLE III

#### RENTAL

As prescribed, the effective term of this Lease commences on the 1st day of April, 1973. Upon the commencement of the term of this Lease as aforescribed, the Lessee covenants with the Lessor that it will pay to the Lessor, or to the designee of the Lessor, at such place as the Lessor may designate in writing from time to time, a sum of money per month payable in advance on the 1st day of the month this Lease commences and on the 1st day of each and every succeeding month thereafter during the term of this Lease, for the use of the demised premises. The sum of money payable to the Lessor as aforescribed shall be Twenty-five Dollars (\$25.00) per month per condominium unit. Lessee agrees to obtain two (2) months advance rental per condominium unit at the time of the billing for the first monthly rental.

### ARTICLE IV

#### RENT ADJUSTMENT

Lessor and Lessee hereby covenant and agree that the rental payments provided for in Article III above shall be adjusted higher based upon the Cost of Living Index, as hereinafter defined and provided in this paragraph, at one (1) year intervals, commencing January 1, 1975 and continuing each one (1) year thereafter throughout the term of this Lease. The adjustment to the rent to be made and, therefore, the monthly rent for each one (1) year term commencing January 1, 1975, shall be determined by multiplying the basic monthly rent provided for in Article III above by a fraction, the numerator of which shall be the index figure indicated for the

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LAW OFFICES KOENIG AND KATZ DAVID FORT LAUDERDALE FLORIDA

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month of October preceding each January 1st, commencing with October, 1971, as shall be shown by the Consumer's Price Index - the United States City Average All Items and Commodity Groups, issued by the Bureau of Labor Statistics of the United States Department of Labor, and the denominator of which shall be the Basic Standard Index Figure of such Price Index for the month of October, 1973. The product of such multiplication shall be the amount of the monthly rental payments to be made hereunder for the succeeding one (1) year period until the next computations provided for hereunder shall be made.

It is understood and agreed that the above described Index is now being published monthly by the Bureau of Labor Statistics of the United States Department of Labor. Should it be published at other intervals, the new Index hereinabove provided for shall be arrived at from the Index or Indexes published by said Bureau most closely approximating the month of October of the year preceding the January 1st, on which the adjustment is made. Should said Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use and adjustment to the new Index shall be made on the basis of such conversion factor. Should the publication of such Index be discontinued by said Bureau of Labor Statistics then such other Index as may be published by such Bureau most nearly approximating such discontinued Index shall be used in making the adjustments herein provided for. Should the Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index as may be published by another United States Governmental Agency as most nearly approximates the Index herein first above referred to, shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the Governmental Agency publishing the adopted factor, then the parties shall agree upon a conversion factor of a New Index, and in the event an agreement cannot be reached as to such conversion factor or such new Index, then the parties hereto agree to submit to Arbitrators selected and in accordance with the Rules of the American Arbitration Association, and the Arbitration laws of the State of Florida, the selection of a new Index approximating as nearly as possible the Index hereinabove first contemplated, which new Index may be one published by a private agency and generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the United States Dollar. The Index selected, and the determination made by such Arbitrators in either of the above events, shall be binding upon the parties hereto. In the event of any controversy arising as to the proper adjustment for the rental payments as herein provided, Lessee shall continue paying the rent to the Lessor under the last preceding rental adjustment, as herein provided, until such time as said controversy has been settled, at which time an adjustment will be made, retroactive to the beginning of the adjustment period on which the controversy arose. In no event, and under no computation, nor in anywise, shall the provisions of this Lease provide that the amount of rent to be paid shall be less than the amount provided for as "Rental" in Article III and Article IV hereinabove.

REF 5233 MAY 580

## ARTICLE V.

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 are prohibited:

A. 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.

B. 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.

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

## ARTICLE VI

LEASE SECURITY

The Lessee is an Association formed to conduct and administer the affairs of all condominiums to be included within GATELAND VILLAGE.

Pursuant to the general plan of condominium ownership, each individual unit owner, in addition to receiving title to his individual unit and to a percentage of the common elements appurtenant thereto, shall become a member of the Lessee Association, and each member of the Lessee Association shall have the right to use and enjoy the recreational facilities. Accordingly, for and in consideration of the Lessor's agreement to allow each member of the Lessee Association to use and enjoy the subject recreational facilities, the Lessee does hereby covenant and warrant unto the Lessor, Lessee's interest, by lien or otherwise in the individual owner's subject condominium in favor of the Lessor as security for the performance of this Lease, and further, as a condition precedent, the obtaining of a Pledge Agreement from each individual unit owner in favor of Lessor, all for the purpose of obligating the unit owner in the condominium to pay his prorata share of all condominium common expenses of which the rental under this Lease is a part thereof. Attached hereto, marked Exhibit 3, is a copy of the Pledge Agreement required to be executed by each unit owner in a condominium and the Lessor and the Lessee agree to the terms, conditions and form thereof

It is mutually recognized and agreed by and between the Lessor and Lessee herein that in the event any unit owner is delinquent, this shall not preclude the other unit owners of the condominium from the use of the recreational facilities, provided only that such delinquency is (1) not more than six (6) months total,

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LAW OFFICES: KOFMIG AND KATZ DAVID FORT LAUDERDALE FLORIDA

PAGE 5899

EXHIBIT I ATTACHED TO AND MADE A PART OF THAT CERTAIN  
DECLARATION OF CONDOMINIUM OF GATELAND VILLAGE CONDOMINIUM,  
SECTION A, DATED FEBRUARY 7, 1973

Condominium Unit and Parcel and Type of Unit	Percentage of Undivided Interest in Common Elements, Common Surplus and Unit Owner's Share of Common Expenses	Monthly Rent Under 99-Year Lease
2A	1/16	\$25 00
2B	1/16	\$25 00
2C	1/16	\$25.00
2D	1/16	\$25 00
2E	1/16	\$25 00
2F	1/16	\$25 00
2G	1/16	\$25.00
2H	1/16	\$25 00
3A	1/16	\$25.00
3B	1/16	\$25 00
3C	1/16	\$25 00
3D	1/16	\$25 00
3F	1/16	\$25 00
3F	1/16	\$25 00
3G	1/16	\$25 00
3H	1/16	\$25 00

The Unit Owner's share of common expenses under the 99-Year Lease is defined as the other expenses and obligations (excluding rent), payable by the Lessee under said Lease including without limitation, assessments, insurance premiums and cost of maintenance and repairs

The Developer may construct buildings and/or apartments upon the real property described in the Articles of Incorporation attached to the Declaration of Condominium as Exhibit D, and where same are constructed and submitted to condominium ownership and the unit owners thereof have the right to the use and enjoyment of the recreational facilities and the demised premises described in the aforesaid 99-year Lease described on Exhibit E attached to the Declaration of Condominium, pursuant to said 99-year Lease, all of said condominium unit owners having the right to use and enjoy said recreational facilities shall share in the total common expenses as hereinabove defined

The Association, GATELAND VILLAGE CONDOMINIUM, INC, has been formed to operate this condominium and other condominium properties as set forth in the Articles of Incorporation attached to this Declaration of Condominium as Exhibit D, and all members of the Association shall, as unit owners, share in the common expenses under the 99-Year Lease

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LAW OFFICES KOENIG AND KATZ DAVIS FORT LAUDERDALE FLORIDA

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as are required to perform such services, shall secure any and all permits that may be required in order to perform such services herein contemplated, shall exercise full and complete authority over its personnel, shall comply with all Workman's Compensation, employees' liability and other Federal, State, County or Municipal laws, ordinances, rules or regulations required of an employer performing services as herein contemplated, and shall make all reports, remit all withholdings or other deductions from the compensation paid its employees, as may be required by any Federal, State, County or Municipal law, ordinance, rule or regulation

7. The Contractor shall, for the period of this Agreement, carry, maintain in full force and effect, insurance with such company or companies as are licensed to do business in the State of Florida and are doing business in Broward County, insuring the Contractor and the Association for the following types and the following minimum amounts:

Liability Insurance	Bodily Injury	\$100,000 each person
		\$300,000 each accident
	Property Damage	\$ 25,000 each accident
Workman's Compensation		Full Statutory Limits

The Contractor shall cause said policy or policies to be properly endorsed to provide that the insurance company or companies shall give the Association prior written notice of termination, alteration or change therein. The Association, at its expense, may designate higher limits of the aforementioned liability insurance.

Notwithstanding anything contained herein to the contrary, if the Contractor fails or neglects to secure the insurance above prescribed, or if said policy or policies are terminated, altered or changed in a manner not acceptable to Association, then and in that event the Association may cancel and terminate this Agreement without penalty upon twenty (20) days written notice to Contractor to that effect, provided that the Contractor should fail to correct such situation within the twenty (20) day period

8. Without affecting any right, cancellation or termination set forth in this Agreement, either party hereto may suspend this Agreement at any time because of war, declaration of a state of national emergency, acts of God, or the public enemy or the cause beyond the control of such party, causing the possibility of extreme hardship on a party, by giving the other party written notice of such suspension and the reason for the same. Payments to be made and services to be rendered hereunder shall be made and rendered to the date of such suspension and shall thenceforth cease until the period of such suspension has ended. If such has not been reinstated within six (6) months, then the contract shall be terminated and made null and void, and the parties shall be released from further obligation to each other

9. All notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to the respective party at the addresses herein set forth, or to such other addresses as the parties shall designate in writing at the time, to wit

Association:	Gateland Village Condominium, Inc. 3777 N. W. 78th Avenue Hollywood, Florida
Contractor:	Gateland Maintenance Corp. 3777 N. W. 78th Avenue Hollywood, Florida

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10. Notwithstanding anything to the contrary contained herein, the Contractor is not responsible for any maintenance or janitorial service whatever for the interiors of the respective units on the subject property herein. The Contractor's responsibility under this Agreement is limited solely to the exterior of the building and the common elements of the condominium property. However, the Contractor may, in its absolute discretion, perform such maintenance and repair services of a unit as are required by a unit owner as an accommodation to the Association or to such unit owner and charge such unit owner who shall have requested said service of the Contractor, a reasonable charge therefor.

11. So long as the Contractor shall maintain any properties in the condominium, the Association as a Lessee of the recreational facilities, will make available for the Contractor's sole use, offices in the recreational building for use as the Contractor's office and tool room.

12. The Association shall not interfere nor permit, allow or cause any of its members to interfere with the Contractor in the performance of its duties or the exercise of any of its powers hereunder.

13. Contractor shall not, under any circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage to any machinery or appliance not attributable to the action or inaction of the Contractor, or of any of its employees, agents or servants; nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing services or materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strikes, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

14. Contractor shall have the right and privilege, at its sole discretion to delegate any and all of its duties under this Agreement to an individual, business or corporation, whether the principals of such business entity are the same or similar to those of the Contractor. Such delegation shall not eliminate and/or reduce the obligations of the Association under the terms of this Agreement.

15. In the event of default by a party, the other shall be entitled to all costs of enforcing the obligations herein, including reasonable attorneys fees, whether suit be brought or not.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the appropriate corporate officers and have affixed their corporate seals, the day and year first above written.

Witnessed by:

GATELAND VILLAGE CONDOMINIUM, INC.

By \_\_\_\_\_ President

Attest. \_\_\_\_\_ Secretary

GATELAND MAINTENANCE CORP.

By: \_\_\_\_\_ President

Attest \_\_\_\_\_ Secretary

FILED 5233 11/17/00

EXHIBIT A ATTACHED TO AND MADE A PART OF THAT CERTAIN JANITORIAL AND MAINTENANCE AGREEMENT BY AND BETWEEN GATELAND VILLAGE CONDOMINIUM, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AND GATELAND MAINTENANCE CORP., A FLORIDA CORPORATION, DATED FEBRUARY 7, 1973.

Contractor is responsible for all maintenance, including preventive and restorative, repairs of every kind and for the janitorial and custodial services that may be required in keeping the premises clean, attractive and functional. Contractor's obligation herein includes, but is not limited to, the following:

- A. Pool maintenance and cleaning.
- B. Grass cutting and lawn maintenance.  
Installation of plants, shrubs, and trees and maintenance thereof is excluded in the provisions hereof.
- C. Maintenance and painting of walks, staircases and railings, as required.
- D. Trash collection service.
- E. Repair and maintenance for building exterior and common elements, including recreation facilities.
- F. Maintenance of driveways and parking areas
- G. Maintenance of roof and exterior.
- H. Painting as required for exterior and common elements.

N.B. In connection with the Contractor's obligation herein, the Contractor shall have sole and exclusive use of the tool room on the premises. Contractor's responsibility and performance herein is limited to only the common elements on the premises and does not extend to the interiors of the respective units. The Contractor shall not be responsible to correct or repair any intentional, willful, deliberate or malicious damage.

REC-5233  
EX-619

EXHIBIT B ATTACHED TO AND MADE A PART OF THAT CERTAIN  
JANITORIAL AND MAINTENANCE AGREEMENT BY AND BETWEEN  
GATELAND VILLAGE CONDOMINIUM, INC., A FLORIDA NON-  
PROFIT CORPORATION, AND GATELAND MAINTENANCE CORP., A  
FLORIDA CORPORATION, DATED FEBRUARY 7, 1973

THE FOLLOWING FIVE PARCELS, TO WIT:

Parcel 1

That part of Tracts 25, 26, 27, 28, 37 and 38 of A. J. Bendle  
Subdivision of Section 3, Township 51 South, Range 41 East, accord-  
ing to the Plat thereof, recorded in Plat Book 1, Page 27, of  
the Public Records of Dade County, Florida, said lands situate,  
lying and being in Broward County, Florida, LESS the West 55.0 feet  
for road right-of-way of N. W. 80th Avenue and LESS the East 25.0  
feet for road right-of-way of N. W. 78th Avenue, more particularly  
described as follows: Commencing at the NE corner of said Tract 25,  
thence S 89°11'57" W along the North line of said Tract 25 a  
distance of 126.75 feet to the NE corner of lands owned by GATELAND  
ENTERPRISES, thence run S 58°57'15" W a distance of 151.74 feet  
to a point of intersection of a curve, thence S 08°42'57" E a  
distance of 214.477 feet to a point; thence S 07°04'48" W a distance  
of 158.206 feet to a point; thence N 44°40'07" E a distance of  
59.544 feet to the Point of Beginning, thence N 07°08'11" E a  
distance of 115.0 feet to a point; thence S 82°51'49" E a distance  
of 6.50 feet to a point; thence S 07°08'11" W a distance of 1.50  
feet to a point, thence S 82°51'48" E a distance of 46.50 feet  
to a point, thence S 07°08'10" W a distance of 112.0 feet to a  
point, thence S 82°51'48" W a distance of 46.50 feet to a point,  
thence S 07°08'11" W a distance of 1.50 feet to a point, thence  
N 82°51'53" W a distance of 6.50 feet to the Point of Beginning

Parcel 2

That part of Tracts 25, 26, 27, 28, 37, and 38 of A. J. BENDLE  
SUBDIVISION of Section 3, Township 51 South, Range 41 East, accord-  
ing to the Plat thereof, recorded in Plat Book 1, Page 27 of the  
Public Records of Dade County, Florida, said lands situate, lying  
and being in Broward County, Florida, LESS the West 55.0 feet for  
road right-of-way of N. W. 80th Avenue, and LESS the East 25.0 feet  
for road right-of-way of N. W. 78th Avenue, more particularly  
described as follows: Commencing at the NE corner of said Tract 25,  
thence S 89°11'57" W along the North line of said Tract 25 a distance  
of 126.75 feet to the NE corner of lands owned by GATELAND ENTER-  
PRISES, thence run S 58°57'15" W a distance of 151.74 feet to a  
point of intersection of a curve, thence S 08°42'57" E a distance  
of 214.477 feet to a point, thence S 07°04'48" W a distance of  
158.206 feet to a point; thence S 54°15'47" E a distance of 49.921  
feet to the Point of Beginning. Thence N 83°15'01" E a distance of  
6.50 feet to a point; thence S 06°44'59" E a distance of 1.50 feet,  
thence N 83°15'01" E a distance of 46.50 feet to a point; thence  
S 06°44'59" E a distance of 112.0 feet to a point, thence S 83°15'  
01" W a distance of 46.50 feet to a point, thence S 06°45'07" E a  
distance of 1.50 feet to a point; thence S 83°15'00" W a distance  
of 6.50 feet to a point, thence N 06°44'59" W a distance of 115.0  
feet to the Point of Beginning

Exhibit B - Page 1

LAW OFFICES KOENIG AND KATZ

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10. Notwithstanding anything to the contrary contained herein, the Contractor is not responsible for any maintenance or janitorial service whatever for the interiors of the respective units on the subject property herein. The Contractor's responsibility under this Agreement is limited solely to the exterior of the building and the common elements of the condominium property. However, the Contractor may, in its absolute discretion, perform such maintenance and repair services of a unit as are required by a unit owner as an accommodation to the Association or to such unit owner and charge such unit owner who shall have requested said service of the Contractor, a reasonable charge therefor.

11. So long as the Contractor shall maintain any properties in the condominium, the Association as a Lessee of the recreational facilities, will make available for the Contractor's sole use, offices in the recreational building for use as the Contractor's office and tool room.

12. The Association shall not interfere nor permit, allow or cause any of its members to interfere with the Contractor in the performance of its duties or the exercise of any of its powers hereunder.

13. Contractor shall not, under any circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage to any machinery or appliance not attributable to the action or inaction of the Contractor, or of any of its employees, agents or servants; nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing services or materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strikes, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

14. Contractor shall have the right and privilege, at its sole discretion to delegate any and all of its duties under this Agreement to an individual, business or corporation, whether the principals of such business entity are the same or similar to those of the Contractor. Such delegation shall not eliminate and/or reduce the obligations of the Association under the terms of this Agreement.

15. In the event of default by a party, the other shall be entitled to all costs of enforcing the obligations herein, including reasonable attorneys fees, whether suit be brought or not.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the appropriate corporate officers and have affixed their corporate seals, the day and year first above written.

Witnessed by.

GATELAND VILLAGE CONDOMINIUM, INC.

By. \_\_\_\_\_ President

Attest. \_\_\_\_\_ Secretary

GATELAND MAINTENANCE CORP.

By: \_\_\_\_\_ President

Attest \_\_\_\_\_ Secretary

FILED 5233 PM 11/19

EXHIBIT A ATTACHED TO AND MADE A PART OF THAT CERTAIN JANITORIAL AND MAINTENANCE AGREEMENT BY AND BETWEEN GATELAND VILLAGE CONDOMINIUM, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AND GATELAND MAINTENANCE CORP., A FLORIDA CORPORATION, DATED FEBRUARY 7, 1973.

Contractor is responsible for all maintenance, including preventive and restorative, repairs of every kind and for the janitorial and custodial services that may be required in keeping the premises clean, attractive and functional. Contractor's obligation herein includes, but is not limited to, the following:

- A. Pool maintenance and cleaning.
- B. Grass cutting and lawn maintenance.  
Installation of plants, shrubs, and trees and maintenance thereof is excluded in the provisions hereof.
- C. Maintenance and painting of walks, staircases and railings, as required.
- D. Trash collection service.
- E. Repair and maintenance for building exterior and common elements, including recreation facilities.
- F. Maintenance of driveways and parking areas.
- G. Maintenance of roof and exterior.
- H. Painting as required for exterior and common elements.

N.B. In connection with the Contractor's obligation herein, the Contractor shall have sole and exclusive use of the tool room on the premises. Contractor's responsibility and performance herein is limited to only the common elements on the premises and does not extend to the interiors of the respective units. The Contractor shall not be responsible to correct or repair any intentional, willful, deliberate or malicious damage.

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EXHIBIT G ATTACHED TO AND MADE A PART OF THAT CERTAIN  
DECLARATION OF CONDOMINIUM OF GATELAND VILLAGE  
CONDOMINIUM, SECTION A, DATED FEBRUARY 7, 1973

JANITORIAL AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 7th day  
of February, 1973, by and between GATELAND VILLAGE  
CONDOMINIUM, INC., a Florida corporation not for profit, hereinafter  
called "Association", and GATELAND MAINTENANCE CORP., a Florida  
corporation, hereinafter called "Contractor".

WHEREAS, Association has retained the Contractor, and  
the Contractor has agreed to perform for the Association in a  
good and workmanlike manner janitorial and maintenance services,  
which are set forth in Exhibit A attached hereto and hereby made  
a part hereof, all subject to and in accordance with the terms  
and conditions prescribed herein for the property described in  
Exhibit B attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual promises  
herein contained, the parties agree as follows:

1. The term of this Agreement shall be for a period  
from date and shall continue thereafter until terminated by either  
party, upon three (3) months prior written notice to the other.

2. The Association shall pay to the Contractor as full  
payment for all services and performance under this contract  
the sum of Eight Dollars (\$8.00) per month for each unit  
during the life of this Agreement. Said sums shall be due and  
payable on the first day of each month, commencing  
and on the first day of each successive month thereafter. The  
Association shall make monthly collections from the owner of  
the respective condominium. All delinquencies over ten days  
shall be reported to the Contractor. The Association shall pay  
the Contractor for such delinquent amounts and shall seek to  
enforce its rights against such respective delinquent unit owners.  
However, all claims of the Contractor against the apartment owners  
and the Association shall be subordinate to the interest of institu-  
tional mortgagees.

3. The Contractor shall furnish all necessary equipment  
and materials required in the janitorial services and maintenance  
services as prescribed herein.

4. The Contractor shall perform the said janitorial  
and maintenance services whenever possible during the hours from  
8:00 A.M. to 6:00 P.M., and shall use its best efforts  
to perform the said services as to avoid inconvenience to the  
Association and the unit owners, and to avoid interference with  
the operations of the Association and the unit owners.

5. Contractor shall maintain a regular, systematic  
inspection routine of said premises by supervisory employees  
to the end that the services enumerated herein shall be performed  
in a good and workmanlike manner at all times.

6. Contractor shall act as an independent contractor  
insofar as the performance of services hereunder is concerned.  
To that end, the Contractor shall employ and direct such personnel

(2) that such delinquent unit owner(s) does not comprise more than five percent (5%) of the total unit owners and (3) that delinquent amounts, in the event of transfer and sale of the condominium unit, whether as a result of the Lessor foreclosing a Pledge or otherwise, then and in such event, the rental shall be increased by an amount equal to the unit owner's prorata share of the rental provided for in Articles III and IV hereinabove, and such increased amount shall be paid by Lessee to Lessor until the delinquency is eliminated. It shall be the duty and obligation of the Lessee to enforce the collection of the assessments pertaining to the recreational facilities which are a part of the common assessments and expenses of the condominium.

In order to provide to each unit owner a reasonable convenient method to avoid the results he may suffer due to the default by the Lessee Association in the payment of its rental obligations hereunder, the Lessor and the Lessee mutually agree that at the option of the Lessor any member of the Lessee Association must pay his monthly obligation (as calculated in Article III above) directly to the Lessor each month and such monthly payment will:

(1) insulate and preclude the member unit owner from liability hereunder, and (2) insulate and preclude the member from being deprived of the use of the recreational facilities, provided of course, that the member paying directly to the Lessor each month is (a) current at all times with regard to the payment of his prorata share of all other lawful charges, taxes, assessments, levies, liabilities, and encumbrances of the Association; (b) current at all times with regard to all other lawful charges, taxes, assessments, levies, liabilities, and encumbrances levied or existing against his condominium parcel; (c) not in default in any of his obligations pursuant to the Declaration of Condominium of the condominium where his unit is located and all demands attached thereto; and (d) Lessee shall express in writing approval and waiver of each such direct collection.

Of course, it is mutually understood and agreed to by and between the Lessor and the Lessee that all moneys paid directly to the Lessor by an individual unit owner as aforescribed shall serve to reduce the Lessee's monthly obligation for the payment of rental hereunder in an amount equal to the sum so directly paid to Lessor by the individual unit owner.

#### ARTICLE VII.

##### MAINTENANCE OF PREMISES

Lessee has the obligation to maintain the leased premises in good order, condition and repair. Lessor has 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. Lessor agrees that the building, 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 the 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 herein, without the Lessor's prior written approval.



## ARTICLE VIII.

DEVELOPER

A The Developer GATELAND ENTERPRISES, INC., a Florida corporation, its successors and assigns, herein called "Developer" is the promoter and developer of the development commonly known as GATELAND VILLAGE

B Rights of Developer Until the Developer shall have completed the development and sales of all living units to be constructed in GATELAND VILLAGE it shall have the following rights with regard to the demised premises, notwithstanding any other provisions of this Lease to the contrary

1. 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 2. 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 thereon, or to perform in full all of its covenants and promises herein made

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

3. 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

C Acts of Developer Notwithstanding the fact that the Lessor may have some right, title or interest in the stock of the Developer, the Lessee acknowledges and agrees that the Lessor and Developer shall never for any purposes be construed or considered as being one and the same and neither of them as the agent for the other. No act of commission or omission by the Developer shall ever be construed or considered: (1) as a breach by the Lessor of any of its promises and covenants in this lease made, or (2) as an actual, implied or constructive failure by the Lessor to deliver possession of the demised premises to the Lessee, or (3) as an actual implied or constructive eviction of the Lessee from the demised premises by the Lessor or anyone acting by, through, under or for it, or (4) as an excuse, justification, waiver or indulgence by the Lessor to the Lessee with regard to the Lessee's prompt, full, complete and continuous performance of its covenants and promises herein

## ARTICLE IX

COVENANT TO HOLD HARMLESS

Lessor shall be, and is hereby, held harmless by Lessee from any liability for damage 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 agents, 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.

## ARTICLE X.

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 Lessor 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 Lessor. The Lessee will not permit or suffer to be filed or claimed against the interest of the Lessor 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 30 days after the claim shall have been filed amongst the Public Records of Broward County, Florida, or within 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 30 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 30 day period, in the releasing of the Lessor and its interests in the demised premises from such claim or lien; and the Lessee covenants and agrees within said period of 30 days to so cause the premises and the Lessor's 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:

A. Public Liability. Comprehensive, general public liability insurance in which the Lessor 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 for one person and \$3,000,000 for more than one person in one single incident.

B. Rent Insurance. Rent insurance wherein the Lessor shall be named insured to insure against loss of all or any part of the rental due under this agreement from Lessee to Lessor 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 hereinafter situated thereon.

C. 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:

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1. Fire Fire, windstorm and such other hazards as may be included in the broadest form of extended coverage from time to time available.

2. Boiler By boiler explosion, if boilers are now or hereafter located in the aforesaid buildings, and

3. Other. To the extent required by the Lessor, war damage or damage by civil insurrection or commotion as the same may not be covered by other policies above referred.

The insurance required hereunder shall be in an amount equal to the maximum insurable value, excluding foundation and excavation costs. 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 the allowance for depreciation of the property required to be insured, to the extent insurance may be afforded under policies covered in that manner.

D. Generally. All insurance required to be carried under Article XI A B and C 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 Lessor, the Lessee, and Mortgagees as to the demised premises, as their interests may appear, and shall be subject to such provisions as Mortgagees of the demised premises may require.

E. 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 foregoing provisions shall apply.

1. 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 so as to restore the same to first class condition. Such work shall be commenced no later than 60 days after the occurrence of damage and shall be completed no later than 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.

2. Plans, Specifications and Estimates. Within 30 days after the occurrence of damage, the Lessee shall supply to the Lessor 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 30 days after furnishing said plans and specifications, the Lessee shall furnish to the Lessor 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.

### 3. Insurance.

a. 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 paid to the Lessor and said sums so paid shall be deposited in a special account of the Lessor in a bank in Broward County, Florida, designated by the Lessor 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 Lessor 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 and that 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 hereafter as the Lessor may require, to use evidence satisfactory to the Lessor that at all times the undistributed portion of such fund in said special 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 of XV A 2 a - b - and c 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.

b. Proviso. In any instance where the proceeds of insurance for damage or destruction shall be less than \$1,000 for the reason that the reasonable estimate of the damage shall be less than \$1,000, 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.

c. Surplus. When after the payment of repair or replacement of damage, pursuant to XI E 3 a, there shall remain insurance proceeds, said balance shall be distributed:

(1) Lessor. First to the Lessor those amounts necessary to pay all payments then in default by the Lessee

(2) Lessee. The remaining balance, if any, to the Lessee

d. Mortgagees Notwithstanding anything contained herein, it is agreed that the provisions of any institutional mortgage now or hereafter encumbering the demised premises relative to insurance and proceeds thereof shall have priority and supersede all of the provisions hereof. In the event an institutional mortgagee shall have an option to apply insurance proceeds to the reduction or payment of the mortgage debt and

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so elects to apply the same or some portion thereof, the Lessor shall be required, within 120 days after the application of said sums by such institutional mortgagee to create from its own funds or from the proceeds of a new mortgage upon the demised premises the same amount of moneys so applied by such institutional mortgagee, which moneys shall be held by the Lessor or institutional mortgagee pursuant to the provisions hereof as if the same were the proceeds of such insurance. If an institutional mortgagee shall elect to permit the application of insurance proceeds to reconstruction and repair, such institutional mortgagee may hold such funds and may impose such terms and conditions relative to requiring the Lessee to supplement such funds in such amounts as may be necessary to pay for reconstruction and repair to the disbursement of the same, and to such other matters relating to such funds and proceeds as such institutional mortgagee may require

ARTICLE XII.

ASSIGNMENT

The Lessee may not assign or sublease its interest in this Lease. In the event the unit owner in the condominium sells his unit, 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 and under the terms of Exhibit 3 attached hereto. Said assumption agreement shall be in writing and in recordable form, and shall be delivered to Lessor together with sufficient current funds for recording same among the Public Records of Broward County, Florida. Upon full compliance with the foregoing, and the written approval of the Lessor, the selling unit owner may be released of personal liability under the within Lease and under his individual Pledge Agreement.

It is understood and agreed that the Lessor may freely assign, in whole or in part, any of its 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 Lessor 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 Lessor to declare this Lease forfeited, and the said term ended, and to re-enter the demised premises, with or without process of law, using such force as may be necessary to remove Lessee and its chattels therefrom, and Lessor shall not be liable for damages by reason of such re-entry of Lessor, 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 attorney's fees in any suit or action instituted by Lessor to enforce the provisions of this Lease or the collection of the rent due hereunder to the Lessor.

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This remedy shall be deemed in addition to any and all remedies of the Lessor as contained in this lease and/or Pledge Agreement attached to and with regard to the obligations of the individual unit owner to the Lessor.

#### ARTICLE XIV

##### CUMULATIVE REMEDIES

The various rights, remedies, powers, options, elections, preferences, pledges, and liens of the Lessor 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 right 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 XV

##### EMINENT DOMAIN

###### A. As to Demised Premises.

1. Total Taking. If during the term of this lease, the entire demised 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 Lessor shall be entitled to and shall receive the total award made in such proceeding and the Lessee hereby absolutely assigns such award to the Lessor.

2. 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 Lessor shall be entitled to and shall receive the total award made in any such proceedings and the Lessee hereby assigns such award to Lessor 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 or 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 Lessor agrees 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 however include the cost of any alteration, construction, change or improvement 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 Lessor), 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:

a. A certificate of the architect or engineer in charge of the restoration dated not more than 30 days prior to such request, setting forth the following

(1) 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 cost, in 30, previous or then pending application, has been or is being made the basis for the withdrawal of any proceeds of any such award, and

(2) That, except for the amounts, if any, stated in said certificate pursuant to Article XV A 2 a (1) to be due for services or materials, there is not 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, the demised premises or any part thereof

b. An affidavit sworn 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 thereon shall be stated; specified in said certificates pursuant to Article XV A 2 a (1) above, which encumbrance shall 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.

c. An official search or other evidence satisfactory to Lessor 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, Lessor 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 XV A 2 a (1) the respective amounts stated in said certificates to be due to 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 Lessor 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 Lessor out of said net award as and when payment of such

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net award is received by Lessor. If the funds to be applied by Lessor shall be insufficient to pay the entire cost of such restoration, the Lessee agrees to pay any deficiency and to deposit the amount of such deficiency as estimated by the architect or engineer who shall first make the certificate called for in XV A 2 a (1) above, with Lessor, prior to any work being contracted for 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 XV A 2 there remains any balance in Lessor's hands, it shall be retained by Lessor as its property.

3. 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 other use), 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 Lessor 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 on or prior to the date of such termination of governmental occupancy, the term of this lease shall have ended.

4. 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 Lessor 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 XVI

##### SOLVENCY OF LESSEE

If, during the term of this lease, (1) the Lessee shall make an assignment for the benefit of creditors; or (2) 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 (3) a permanent receiver be appointed for the property of the Lessee, this lease, at the option of the Lessor 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 Lessor 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

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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 Lessor 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 20 days, notify the Lessor of its continued intention to prosecute its defense and, further, advise the Lessor 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 Lessor's 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 Lessor, then the right of the Lessor to terminate by reason of the provisions of this section shall be controlled by the outcome of such litigation, that is-

A. If such litigation be resolved in favor of the Lessee, the Lessor shall have no right to terminate by reason of the occurrence of the acts listed above.

B. If such litigation be resolved against the Lessee, the Lessor shall have the right to terminate as 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 of the Lessee.

#### ARTICLE XVII.

##### 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 XVIII

##### WAIVER

One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and, the consent or approval by Lessor to, or of, any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to, or of any subsequent similar act by Lessee.

#### ARTICLE XIX.

##### SUBORDINATION

The Lessor specifically herein reserves the right to mortgage and encumber the demised property.

It is understood and agreed between the parties hereto that this instrument shall not be a lien against said demised premises in

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respect to any mortgage that now exists against said demised premises or to any mortgage that hereafter may be placed against said premises, or extensions thereof and that the recording of such mortgage shall have preference and precedence and be superior and prior in lien to 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 or mortgage, and a refusal to execute such instrument shall entitle the Lessor, his assigns and legal representatives, to the option of cancelling this lease without incurring any expense or charge, 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 Lessor as its Attorney-in-Fact for the purpose of executing any formal instruments of subordination if same are required.

#### ARTICLE XX

##### NOTICES

Whenever under this lease a provision is made for notices of any kind it shall be deemed sufficient notice and service thereof if such notice to Lessee is in writing addressed to the Lessee at its last known address and sent by certified mail with postage prepaid, and if such notice to Lessor is in writing, addressed to the last known post office address of Lessor and sent by certified mail with postage prepaid.

#### ARTICLE XXI

##### 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 Lessor 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 XXII

##### NON-LIABILITY

Lessor 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 XXIII

##### CONSENT NOT UNREASONABLY WITHHELD

Lessor agrees that whenever under this lease provision is made for Lessee securing the written consent of Lessor, such written consent shall not be unreasonably withheld.

ARTICLE XXIV

TAXES

Lessee agrees that, as part consideration of this lease, it will pay any and all real estate and personal property taxes and assessments levied upon the land and improvements of the demised premises during the term of this lease.

ARTICLE XXV.

FORECLOSURE OF PLEDGE AGREEMENT(S) NOT TERMINATION

The foreclosure or other actions to enforce the pledges obtained by and from the individual unit owners as provided for herein shall not be considered or construed as a termination or cancellation of this lease or operate as an extinguishment of any other lien right created herein or provided for by law, except such pledges that have been foreclosed shall not stand as security for any amounts realized and actually collected by the Lessor in foreclosure or such other action.

It is further understood that the foreclosure by the Lessor or any other action of the Lessor to enforce the liens provided for by law shall not be considered or construed as a termination or cancellation of this lease, or operate as an extinguishment of such liens, except such liens shall not stand as security for any amounts realized and actually collected by the Lessor in foreclosure or such other action.

ARTICLE XXVI.

RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES

An institutional first mortgage referred to herein shall be a mortgage upon a single condominium parcel originally granted to and owned by a bank, savings and loan association or insurance company or through their respective loan correspondents, intended to finance the purchase of a condominium parcel, or its refinancing, or secure a loan where the primary security for the same is a single condominium parcel involved.

A. Subordination by Lessor and Lessee. The Lessor and Lessee do hereby subordinate all rights and liens they may have hereunder, present and future, to the lien of any institutional first mortgage against a single condominium parcel and will execute any additional instrument of subordination or join in the execution and delivery of a mortgage (provided they do not assume or become obligated to perform any of the covenants of the mortgagor therein) as the mortgagee may require.

B. Foreclosure by Institutional First Mortgagee. If an institutional first mortgagee shall foreclose its mortgage against a condominium parcel and obtain title to the same by public sale held

as a result of such foreclosure suit, or should such institutional first mortgagee acquire title by conveyance in lieu of foreclosure, then so long thereafter, but not in excess of one (1) year, as such institutional first mortgagee shall continue to hold the title to said condominium parcel, the rent and common expenses provided for hereunder shall be abated and suspended until such mortgagee conveys out its title, at which time the abatement will cease. The purchaser shall be responsible for its share of rent and for ensuing rent and common expenses and not for past common expenses from and after the date of acquisition of its title. The foreclosure of an institutional first mortgagee's lien shall not operate as an extinguishment of this lease in whole or in part or as a termination of the Lessor's or Lessee's lien, as aforesaid, as against the condominium parcel so foreclosed.

C. Common Elements It is intended, as set forth herein that the Lessee's interests under this lease and in and to the demised premises be a common element of the condominiums in GATELAND VILLAGE. Notwithstanding the foregoing, no mortgage lien, or other encumbrance against a condominium parcel or the condominium property shall be considered or construed as a mortgage, lien or other encumbrances against the fee simple title of the Lessor in and to the demised premises or the Lessee's interest under this lease. To the extent that it shall be necessary to perform any of its promises and covenants herein or to exercise any of its rights, privileges and remedies, which provisions may not be revoked or amended without the consent of the Lessor, the Lessee shall, at all times, be the irrevocable agent-in-fact for each condominium parcel and for each owner of any other equity interest in a condominium parcel or the condominium property, except the Lessee shall not at any time be the agent-in-fact for the Lessor. With regard to the performance of such promises and covenants and the exercise of such rights, remedies and privileges, the Lessee shall be deemed to be acting for itself and as agent-in-fact for each and every of the above described parties.

If the intended construction of the Lessee's interest as a common element of any condominium, as aforesaid, be incorrect and the same in fact not be a common element of any condominium within GATELAND VILLAGE the same shall in no way affect the validity or existence of this lease and the lessee's covenants.

#### ARTICLE XXVII.

##### AUTOMATIC CONSENT AND RATIFICATION OF THIS LEASE BY UNIT OWNERS AND OTHERS

Each and every person, whether real or corporate, who shall take any interest whatsoever in or to any condominium parcels in GATELAND 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.

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## ARTICLE XXVIII

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, 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 or tenant in common 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 mortgage shall be fully liable and obligated hereunder.

Notwithstanding anything to the contrary set forth hereinabove, the Lessor hereby agrees that in the event any condominium of the Lessee Association is voluntarily terminated as a result of damage whereby three-fourths or more of the total unit space in the condominium is rendered untenantable, then and in such event, the Lessor's lien upon said condominium shall terminate and be discharged.

## ARTICLE XXIX.

DUTY OF LESSEE TO ASSESS AND PAY

It shall be the duty of the Lessee to assess its unit owners in accordance with the Florida Condominium Act, its Declaration of Condominium and By-Laws in such amounts as shall be necessary to pay its obligations, payable in money to the Lessor hereunder, and to otherwise perform its covenants and promises herein.

## ARTICLE XXX.

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 Lessor, which the Lessor may withhold in its absolute discretion or grant upon such terms as it shall deem appropriate.

## ARTICLE XXXI.

LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS

If the Lessee shall fail to pay the costs in maintenance and repair or if it shall fail to take out, maintain and deliver insurance policies, or it shall fail to perform any other act on its part covenanted herein to be performed by it, then the Lessor may,

but shall not be obligated so to do and 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 Lessor shall constitute in whole or in part the payment of moneys, such moneys so paid by the Lessor, together with interest thereon at the rate of ten percent (10%) per annum and reasonable attorneys' fees incurred by the Lessor in and about the collection of the same, shall be deemed additional rent hereunder and shall be payable to the Lessor on demand, or, at the option of the Lessor may be added to any rent then due or thereafter becoming due under this lease and the Lessee covenants to pay any such sums with interest and reasonable attorneys' fees, as aforesaid, and the Lessor 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 XXXII

##### QUIET ENJOYMENT

The Lessor covenants and agrees with Lessee that so long as the Lessee keeps and performs all of its covenants hereir made, the Lessee shall have quiet and undisturbed and continued possession of the premises, subject only to the rights the Developer has to use, occupy and enjoy the same.

#### ARTICLE XXXIII

##### LESSOR'S RIGHT OF ENTRY

The Lessor and its agents shall have the right of entry upon the demised premises at all reasonable times to examine the condition and use thereof provided only such right shall be exercised in such manner as to not interfere with the Lessee in the conduct of the Lessee's operation of said premises.

#### ARTICLE XXXIV.

##### INDEMNIFICATION

The Lessee indemnifies and agrees to save harmless the Lessor from and against any and all claims, debts, demands or obligations which may be made against the Lessor or against the Lessor's 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 Lessor to defend any actions sought to impose any such liability, the Lessee will pay to the Lessor all costs and reasonable attorneys' fees incurred by the Lessor in effecting such defense in addition to any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such claim is asserted.

#### ARTICLE XXXV

##### OTHER LEASE AGREEMENTS

The Lessor, under this 99-Year Lease has the right to enter into 99-Year or Long-Term Lease Agreements with Lessee or other

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Lessee and condominium associations as to an undivided interest in the demised premises described in Exhibit 1 of this Lease, provided, however, that all members of the Lessee Condominium Association(s), including the Lessee Condominium Association in this 99-year Lease, share equally the common expenses for maintenance, taxes, and insurance premiums as set forth in Articles VII, XI, and XXIV hereof.

#### ARTICLE XXVI.

##### 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 XXVII.

##### 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 of intent of this lease, or any part thereof, nor in any way affect this lease.

#### ARTICLE XXVIII.

##### DUTY OF LESSOR TO PAY EXPENSES

Lessor agrees at all times during the term hereof to keep current any mortgages or encumbrances against the demised premises and Lessor further agrees to at all times be current and pay his share of expenses, if any, under Article XXV hereinabove.

#### ARTICLE XXIX.

##### SEVERABILITY

The invalidity in whole or in part of any covenant, promise or undertaking of any section, sub-section, sentence, clause, phrase or word, or of any provision of this lease or the Exhibits attached hereto, shall not affect the validity of the remaining portions hereof.

#### ARTICLE XL

##### AMENDMENT

This agreement may be amended by an instrument in writing executed by the Lessor and the Lessee, by and through its Board of Directors, except there shall be no amendment affecting the provisions hereunder which would change a unit owner's rent under

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this Lease Agreement, nor the manner of sharing common expenses, nor impair the rights of unit owners to the use and enjoyment of the recreational area and facilities, without the unit owners so affected, and all record owners of institutional mortgages thereon, joining in the execution of said amendment. The aforesaid amendment shall be duly recorded in the Public Records of Broward County, Florida, and the recording of said amendment shall constitute an amendment to this Agreement. Where the Developer continues to hold title to condominium units in the condominium at the time of a proposed amendment, as set forth in this paragraph, the approval of the Developer shall be required. No amendment, as set forth in this paragraph, shall change the provisions of this Agreement with respect to institutional mortgages, nor shall any such amendment affect, impair or prejudice the validity, rights and priorities of any mortgages encumbering parcels in the condominium. The Board of Directors of the Lessee Condominium Association are empowered and authorized, without the approval of the unit owners, to amend this Agreement and the Declaration as authorized in Article VIII F, of the Declaration. It is contemplated that as additional condominium buildings are effected from time to time, additional realty may be added to the realty described in Exhibit 1 attached hereto and incorporated herein by reference, such additions shall be effected in accordance with the procedure prescribed herein.

IN WITNESS WHEREOF, the parties have executed this instrument in Fort Lauderdale, Broward County, Florida, this 7th day of February, 1973 ~~XXXXXX~~

Witnesses:

BANK OF MALLA DALE AND TRUST COMPANY

By \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Secretary

GATELAND VILLAGE CONDOMINIUM, INC.

By \_\_\_\_\_  
President

Attest \_\_\_\_\_  
Secretary

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STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared  
to me well known to be the persons described in and who executed  
the foregoing instrument as President and Secretary,  
respectively, of BANK AND HALLANDALE AND TRUST COMPANY,  
as Trustee, and they severally acknowledged before me that they  
executed such instrument as such officers of said corporation,  
and that the seal affixed thereto is the corporate seal of said  
corporation, and that it was affixed to said instrument by due  
and regular corporate authority, and that the said instrument  
is the free act and deed of said corporation.

WITNESS my hand and official seal, in the County and  
State above mentioned, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

My Commission Expires \_\_\_\_\_

STATE OF FLORIDA )  
 ) SS  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared  
to me well known to be the persons described in and who executed  
the foregoing instrument as President and Secretary,  
respectively, of CATLAND VILLAGE CONDOMINIUM, I-C, a Florida  
corporation not for profit, and they severally acknowledged before  
me that they executed such instrument as such officers of said  
corporation, and that the seal affixed thereto is the corporate  
seal of said corporation, and that it was affixed to said instrument  
by due and regular corporate authority, and that the said instrument  
is the free act and deed of said corporation.

WITNESS my hand and official seal, in the County and  
State above mentioned, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

My Commission Expires \_\_\_\_\_

REC 5233 mar 07

-22-

LAW OFFICES KOFNIG AND KATZ DAVIS, FORT LAUDERDALE, FLORIDA

PAGE 607

EXHIBIT 1 ATTACHED TO AND MADE A PART OF THAT CERTAIN 99-YEAR LEASE BY AND BETWEEN BANK OF MALLARDALE AND TRUST COMPANY, AS TRUSTEE, AS LESSOR, AND GATELAND VILLAGE CONDOMINIUM, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AS LESSEE, DATED FEBRUARY 7, 1973

TWO PARCELS DESCRIBED AS FOLLOWS:

PARCEL 1

Tracts 25, 26, 27, 28, 37 and 38 of A. J. BENDLE SUBDIVISION, Section 1, Township 51 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1, page 27 of the Public Records of Dade County, Florida. Said lands situate, lying and being in Broward County, Florida, less the West 55.0 feet for road right-of-way of N. W. 80th Avenue and LESS the East 25.0 feet for road right-of-way of N. W. 78th Avenue, more particularly, described as follows: Commencing at the NE corner of said Tract 25 thence South 89°11'57" West along the North line of said Tract 25 a distance of 126.75 feet to the NE corner of lands owned by said GateLand Enterprises, thence run South 58°57'25" West a distance of 151.74 feet to a point of intersection of a curve, thence run South 08°42'57" East a distance of 132.57 feet along a tangent line of a curve to the left having a radius of 125.0 feet and having a central angle of 93°21'55" to a point of tangent of said curve, thence run South 81°17'03" West a distance of 12.50 feet along a radial line of said curve to a point of tangent of a curve, curved to the left having a radius of 93.50 feet and having a central angle of 93°21'55" to the point of beginning, thence run South 12°05'52" East a distance of 76.89 feet, thence run South 89°11'57" West a distance of 145.53 feet, due North a distance of 43.59 feet, thence run North 64°42'57" East a distance of 131.29 feet to a point on a curve, thence along a curve, curved to the left, having a radius of 93.5 feet, through a central angle of 49°19'15", an arc distance of 70.69 feet to the point of beginning. Bearing based on the center line of N. W. 78th Avenue being due North.

AND

Exhibit 1 - Page One

LAW OFFICES KULNIK AND KATZ

FILED 11/17/2000

PAGE 608

## PARCEL II

Tracts 25, 26, 27, 28, 37 and 38 of A. J. BENDLE SUBDIVISION Section 3, Township 51 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1, page 27 of the Public Records of Dade County, Florida. Said lands situate, lying and being in Broward County, Florida, less the West 55.0 feet for road right-of-way of N. W. 80th Avenue and LESS the East 25.0 feet for road right-of-way of N. W. 78th Avenue, more particularly described as follows: Commencing at the NE corner of said Tract 25, thence South 89°11'57" West along the North line of said Tract 25 a distance of 126.75 feet to the NE corner of lands owned by said Gateland Enterprises, thence due South 290.00 feet to the point of beginning, thence continue due South 310.00 feet to a point; thence South 29°11'57" West a distance of 85.00 feet, thence North 06°44'59" West a distance of 177.00 feet, thence North 07°08'11" East a distance of 154.00 feet; thence North 78°39'08" East a distance of 88.39 feet to the point of beginning, excepting therefrom the following described parcels

1. That part of Tracts 25, 26, 27, 28, 37, and 38 of A. J. BENDLE SUBDIVISION of Section 3, Township 51 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1, Page 27 of the Public Records of Dade County, Florida, said lands situate, lying and being in Broward County, Florida, LESS the West 55.0 feet for road right-of-way of N. W. 80th Avenue, and LESS the East 25.0 feet for road right-of-way of N. W. 78th Avenue, more particularly described as follows: Commencing at the NE corner of said Tract 25, thence S 89°11'57" W along the North line of said Tract 25 a distance of 126.75 feet to the NE corner of lands owned by GATELAND ENTERPRISES, thence run S 58°57'15" W a distance of 151.74 feet to a point of intersection of a curve, thence S 08°42'57" E a distance of 214.477 feet to a point, thence S 07°04'48" W a distance of 158.206 feet to a point, thence S 54°15'47" E a distance of 49.921 feet to the Point of Beginning. Thence N 83°15'01" E a distance of 6.50 feet to a point, thence S 06°44'59" E a distance of 1.50 feet, thence N 83°15'01" E a distance of 46.50 feet to a point, thence S 06°44'59" E a distance of 112.0 feet to a point; thence S 83°15'01" W a distance of 46.50 feet to a point; thence S 06°45'07" E a distance of 1.50 feet to a point, thence S 83°15'00" W a distance of 6.50 feet to a point, thence N 06°44'59" W a distance of 115.0 feet to the Point of Beginning.
2. That part of Tracts 25, 26, 27, 28, 37 and 38 of A. J. Bendle Subdivision of Section 3, Township 51 South, Range 41 East, according to the Plat thereof, recorded in Plat Book 1, Page 27, of the Public Records of Dade County, Florida, said lands situate, lying and being in Broward County, Florida, LESS the West 55.0 feet for road right-of-way of N. W. 80th Avenue and LESS the East 25.0 feet for road right-of-way of N. W. 78th Avenue, more particularly described as follows: Commencing at the NE corner of said Tract 25, thence S 89°11'57" W along the North line of said Tract 25 a distance of 126.75 feet to the NE corner of lands owned by GATELAND ENTERPRISES, thence run S 58°57'15" W a distance of 151.74 feet to a point of intersection of a curve, thence S 08°42'57" E a distance of 214.477 feet to a point, thence S 07°04'48" W a distance of 158.206 feet to a point; thence N 44°40'07" E a distance

Exhibit 1 - Page Two

LAW OFFICES KOENIG AND KATZ

PAGE 609

of 59.544 feet to the Point of Beginning, thence N 07°08'11"  
E a distance of 115.0 feet to a point, thence S 82°51'49"  
E a distance of 6.50 feet to a point, thence S 07°08'11"  
W a distance of 1.50 feet to a point, thence S 82°51'48"  
E a distance of 46.50 feet to a point, thence S 07°08'10"  
W a distance of 112.0 feet to a point; thence N 82°51'48"  
W a distance of 46.50 feet to a point; thence S 07°08'11"  
W a distance of 1.50 feet to a point, thence N 82°51'53"  
W a distance of 6.50 feet to the Point of Beginning.

3. Commencing at the NE corner of said Tract 25 as defined by the above described legal descriptions of Parcels 1 and 2, thence S 89°11'57" W a distance of 126.75 feet; thence due South 407.50 feet to the Point of Beginning, thence continue due South 65.0 feet to a point; thence due West 100.0 feet to a point; thence due North 65.0 feet to a point; thence due East 100.0 feet to the Point of Beginning, Excepting therefrom for purposes of ingress and egress the North 25.0 feet of the South 45.0 feet of the above described parcel.
4. Commencing at the NE corner of said Tract 25 as defined by the above described legal descriptions of Parcels 1 and 2, thence S 89°11'57" W a distance of 126.75 feet, thence due South 303.80 feet to a point, thence due West 17.40 feet to a point; thence N 82°51'48" W a distance of 49.50 feet to the Point of Beginning; thence S 07°08'11" W 100.0 feet to a point, thence N 02°51'48" E, 20.0 feet, thence N 07°08'11" E, 100.0 feet, thence S 82°51'48" E, 20.0 feet to the Point of Beginning.
5. Commencing at the NE corner of said Tract 25 as defined by the above described legal descriptions of Buildings 2 and 3, thence S 89°11'57" W a distance of 126.75 feet; thence due South 477.25 feet to a point; thence due West 29.80 feet to a point; thence S 83°15'10" W, 49.50 feet to the Point of Beginning, thence S 06°14' 59" E, 100.0 feet to a point; thence S 83°15'10" W, 20.0 feet to a point; thence N 06°44'59" W, 100.0 feet to a point, thence N 83°15' 10" W, 20.0 feet to the Point of Beginning.

Exhibit 1 - Page Three

EXHIBIT 2 ATTACHED TO AND MADE A PART OF THAT CERTAIN 99-YEAR LEASE BY AND BETWEEN BANK OF HALLANDALE AND TRUST COMPANY, AS TRUSTEE, AS LESSOR, AND GATELAND VILLAGE CONDOMINIUM, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AS LESSEE, DATED FEBRUARY 7, 1973.

Tracts 25, 26, 27, 28, 37, and 38 of A. J. Bendie Subdivision of Section 3, Township 51 South, Range 41 East, according to the plat thereof, recorded in Plat Book 1, Page 27, of the Public Records of Dade County, Florida, said land situate, lying and being in Broward County, Florida,

LESS those parts of said Tracts lying within 70 feet of the West boundary line of said Section 3, and less the East 125 feet of each of said Tracts.

RECEIVED  
NOV 17 1973

EXHIBIT 3 ATTACHED TO AND MADE A PART OF THAT CERTAIN 99-YEAR LEASE BY AND BETWEEN BANC OF HALLANDALE AND TRUST COMPANY, AS TRUSTEE, AS LESSOR, AND GATELAND VILLAGE CONDOMINIUM, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AS LESSEE, DATED FEBRUARY 7, 1973

PLEDGE

THIS PLEDGE made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

hereinafter referred to as Unit Owner or Pledgor

WITNESSETH

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_ 1972, the 99-Year Lease Agreement, the same being recorded on the \_\_\_\_\_ day of \_\_\_\_\_ in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Broward County, Florida, was entered into by and between BANC OF HALLANDALE AND TRUST COMPANY, as Trustee, as Lessor, and GATELAND ENTERPRISES, INC., a Florida corporation, as Developer, and GATELAND VILLAGE CONDOMINIUM, INC., a corporation not for profit, as Lessee.

WHEREAS, Unit Owner will become a member of GATELAND VILLAGE CONDOMINIUM, INC., a Florida not-for-profit corporation, upon the execution of this Pledge, and

WHEREAS, the premises devised upon the aforescribed 99-Year Lease consists of real property and recreational facilities constructed or to be constructed thereon which are to be for the use and enjoyment of GATELAND VILLAGE CONDOMINIUM, INC., and all of its members; and

WHEREAS, the rental payment under the aforescribed 99-Year Lease, is a common expense of the subject condominium, wherein Unit Owner has a condominium unit, the prorata share of which the Unit Owner is obligated to pay; and

WHEREAS, pursuant to the terms of the aforescribed 99-Year Lease, GATELAND VILLAGE CONDOMINIUM, INC., the Association, has agreed with the Lessor thereof to obtain from the Unit Owner a Pledge of the Unit Owner's interest in the subject condominium in favor of the Lessor, Pledgee, in order to secure the Association's obligations under the 99-Year Lease and to secure the Unit Owner's obligations as a member of the Association to pay his prorata share of the common expenses of which the monthly rental under the 99-Year Lease Agreement is a part thereof, and

WHEREAS, the Unit Owner is desirous of becoming a member of the Association and of using and enjoying the recreational facilities described above.

NOW, THEREFORE, of the consideration imparted to the Unit Owner, and other good and valuable considerations, it is agreed by Unit Owner, Pledgor, as follows.

1. In order to secure the faithful performance of the Association's obligations to the Pledgee hereunder under the 99-Year Lease Agreement aforescribed and in order to secure the Unit Owner's obligation to pay his common expenses of the said condominium, a part of which is his prorata share

of the rental payable from the Association to the Pledgee under the subject 99-Year Lease, the Unit Owner does hereby pledge, grant, sell, bargain, lien, remise, release, convey and confirm unto the Pledgee, in fee simple, all of that certain land, parcel and unit of which said Unit Owner in the condominium is now seized and possessed, and in actual possession, situate in Broward County, Florida, to wit:

TO HAVE AND TO HOLD the same with the tenements, hereditaments and appurtenances, unto the said Pledgee, in fee simple.

The foregoing security is in addition to the obligation of the Unit Owner to make payment of his common expenses as provided for under the Declaration of Condominium of said Condominium and is deemed to be by way of additional security for the full and faithful performance by the Association of the 99-Year Lease Agreement aforescribed.

The said Unit Owner covenants with the Pledgee that said Unit Owner is indefeasibly seized of said aforescribed land and condominium parcel and unit in fee simple, that said Unit Owner has full power and lawful right to convey said lands, parcel and unit in fee simple as aforesaid; that said Unit Owner does hereby fully warrant the title to said lands, parcel and unit and will defend the same against the lawful claims of all persons whatsoever.

And, the said Unit Owner further covenants and agrees:

A. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature, including assessments by the Association, its successors and assigns on said lands, parcel and unit aforescribed, and if the same be not promptly paid, the said Pledgee may, at any time, pay the same without waiving or affecting the option to foreclose, or any right hereunder and every payment so made shall bear interest from the date thereof at the rate of ten percent (10%) per annum.

B. To pay all and singular the costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by the said Pledgee because of the failure on the part of the Unit Owner and/or the Association to perform, comply with, and abide by each and every stipulation, agreements, conditions, and covenants of the 99-year Lease Agreement aforescribed and every such payment shall bear interest from date at the rate of ten percent (10%) per annum.

C. To permit, commit, or suffer no waste, impairment or deterioration of said lands, parcel and unit aforescribed or any part thereof, ordinary wear and tear excepted.

2. Notwithstanding anything to the contrary contained herein so long as Unit Owner pays his prorata share of rental directly to Pledgee in accordance with Article V of the aforescribed 99-Year Lease Agreement, then and in such event, Pledgor will be absolved from its obligations to Pledgee by virtue of this Pledge (including but not by way of limitation, the right of

DE 5233 n6113

foreclosure), notwithstanding the fact that Association is in default of said 99-Year Lease and/or any other Unit Owner has failed to perform its obligations as a member of the Association to pay his prorata share of the common expenses of which the monthly rental under the 99-Year Lease Agreement is a part thereof

3. This pledge herein created upon the lands, parcel and unit afordescribed shall be secondary, inferior and subordinate to any valid first mortgage, present or future, to any lending institution, placed upon said lands, parcel and unit incident to and in connection with a first mortgage to any lending institution. The undersigned and the holder of this Pledge herein created shall execute and deliver any additional instrument of subordination or join in the execution and delivery of a mortgage (provided that they do not assure or become obligated to perform any of the covenants of the mortgagor therein) as the mortgagor may require. In all respects, this pledge shall be subordinate and secondary to any and all rights, claims, title or liens acquired by any such lending institution.

Lending institution is herein defined as any bank, savings and loan association, insurance company or any business entity licensed to place mortgages.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names the day and year first above written.

Signed, sealed and delivered  
in the presence of.

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Unit Owner

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, personally appeared

\_\_\_\_\_  
as Unit Owner, to me personally known, and this day acknowledged before me that he executed the foregoing Pledge, and I further certify that I know the said person(s) making such acknowledgment to be the individual(s) described in and who executed the said Pledge

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State last aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

My commission expires:

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

LAW OFFICES KOENIG AND KATZ DAVIE FORT LAUDERDALE FLORIDA

52523 11/17/00

PAGE 614



73-104479

## SUBORDINATION OF PLEDGE AGREEMENT

THIS SUBORDINATION OF PLEDGE AGREEMENT made this 17th day of May, 19 73, by BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, as Trustee, hereinafter referred to as "Lessor".

## RECITALS-

A. Lessor is the Lessor in that certain 99-Year Lease dated the 7th day of February, 1973, with GATELAND VILLAGE CONDOMINIUM, INC., a non-profit corporation organized under the laws of Florida, as Lessee, as recorded in Official Records Book 5233, Page 503, of the Public Records of Broward County, Florida.

B. Under the aforesaid Lease Agreement, each member of GATELAND VILLAGE CONDOMINIUM, INC. is to execute a Pledge encumbering his individual unit, together with all appurtenances thereto, in order to better secure the obligations of the Lessee under the aforesaid lease in favor of the Lessor.

C. Cameron-Brown Company, Raleigh, North Carolina, has effected a first mortgage on the following described property, to wit:

Unit 2 A of GATELAND VILLAGE CONDOMINIUM, SECTION A, a condominium, according to the Declaration thereof, dated the 7th day of February, 1973, recorded in Official Records Book 5233, page 532, of the Public Records of Broward County, Florida, together with all appurtenances thereto.

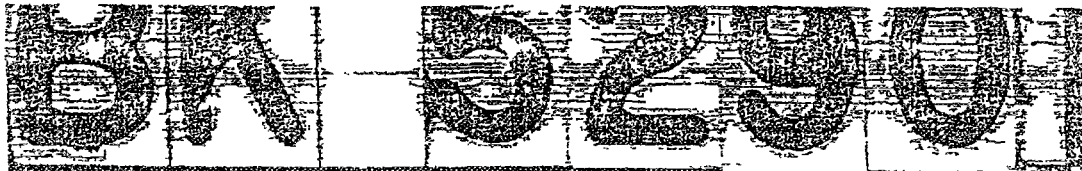
D. Lessor desires to subordinate its lien rights under the aforesaid Pledge Agreement in order to perfect the first mortgage lien of Cameron-Brown Company, Raleigh, North Carolina.

NOW, THEREFORE, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to the Lessor, receipt of which is hereby acknowledged, the Lessor agrees as follows:

RETURN TO  
THIS INSTRUMENT  
PAUL KOENIG  
LAW OFFICES OF KOENIG AND KATZ  
POST OFFICE BOX 7159  
HOLLYWOOD, FLORIDA 33021

PK nba  
9745

LAW OFFICES KOENIG AND KATZ



1. The Lessor hereby agrees that its rights as Lessor under the aforementioned Lease Agreement and under the aforementioned Pledge Agreement is a subordinate and inferior lien against the said property to the lien of that certain mortgage dated the 14th day of May, 1973, from DARRELL T. BRIGMAN and LINDA S. BRIGMAN, his wife as Mortgagor, to CAMERON-BROWN COMPANY, Raleigh, No Carolina, as Mortgagee, encumbering the property described in Recital C.

2. This Subordination Agreement is executed and delivered by the Lessor for the purpose of inducing CAMERON-BROWN COMPANY, of Raleigh, No. Carolina, to disburse proceeds under the mortgage described in Paragraph 1

IN WITNESS WHEREOF, BANK OF HALLANDALE AND TRUST COMPANY has caused this instrument to be executed the day and year first above written.

Witnessed by BANK OF HALLANDALE AND TRUST COMPANY

Witnessed by Charles V. Austin, Jr. By Charles V. Austin, Jr.  
W. A. Kern Attest W. A. Kern

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES V. AUSTIN, JR., Vice President and Trust Officer, and W. A. KERN, Assistant Vice President of BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, and they severally acknowledged that they executed the foregoing instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said corporation and that said seal was affixed thereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 17th day of May, 1973.

(Signature)  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB 4 1975  
GENERAL INVESTMENT SYSTEMS, INC.

73-104946

SUBORDINATION OF PLEDGE AGREEMENT

THIS SUBORDINATION OF PLEDGE AGREEMENT made this 8th day of May, 19 73, by BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, as Trustee, hereinafter referred to as "Lessor".

RECITALS:

A. Lessor is the Lessor in that certain 99-Year Lease dated the 7th day of February, 1973, with GATELAND VILLAGE CONDOMINIUM, INC., a non-profit corporation organized under the laws of Florida, as Lessee, as recorded in Official Records Book 5233, Page 503, of the Public Records of Broward County, Florida.

B. Under the aforesaid Lease Agreement, each member of GATELAND VILLAGE CONDOMINIUM, INC. is to execute a Pledge encumbering his individual unit, together with all appurtenances thereto, in order to better secure the obligations of the Lessee under the aforesaid lease in favor of the Lessor.

C. Hollywood Federal Savings and Loan Association has effected a first mortgage on the following described property, to wit:

Unit 3-F of GATELAND VILLAGE CONDOMINIUM, SECTION A, a condominium, according to the Declaration thereof, dated the 7th day of February, 1973, recorded in Official Records Book 5233, page 532, of the Public Records of Broward County, Florida, together with all appurtenances thereto.

D. Lessor desires to subordinate its lien rights under the aforesaid Pledge Agreement in order to perfect the first mortgage lien of Hollywood Federal Savings and Loan Association.

NOW, THEREFORE, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to the Lessor, receipt of which is hereby acknowledged, the Lessor agrees as follows:

RETURN TO

THIS INSTRUMENT WAS PREPARED BY  
PAUL KOENIG  
LAW OFFICES OF KOENIG AND KATZ  
POST OFFICE BOX 7159  
HOLLYWOOD FLORIDA 33021

PK.nba  
9751

73 MAY 21 AM 11:13  
JACK ARTHUR JONES RECORDED

5290 MAY 7 1973

1. The Lessor hereby agrees that its rights as Lessor under the aforementioned Lease Agreement and under the aforementioned Pledge Agreement is a subordinate and inferior lien against the said property to the lien of that certain mortgage dated the 8th day of May, 1973, from WILLIS E DRAKE and MARGARET V. DRAKE, his wife as Mortgagor, to Hollywood Federal Savings and Loan Association, as Mortgagee, encumbering the property described in Recital C.

2. This Subordination Agreement is executed and delivered by the Lessor for the purpose of inducing Hollywood Federal Savings and Loan Association to disburse proceeds under the mortgage described in Paragraph 1.

IN WITNESS WHEREOF, BANK OF HALLANDALE AND TRUST COMPANY has caused this instrument to be executed the day and year first above written.

Witnessed by:

BANK OF HALLANDALE AND TRUST COMPANY

Charles V. Austin, Jr.

BY

Charles V. Austin, Jr.

W. A. Kern

Attest

W. A. Kern

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES V. AUSTIN, JR., Vice President and Trust Officer, and W. A. KERN, Assistant Vice President of BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, and they severally acknowledged that they executed the foregoing instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said corporation and that said seal was affixed thereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 1 day of May, 1973.

W. A. Kern  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 4, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.

5290 REC 737

73-107746

SUBORDINATION OF PLEDGE AGREEMENT

THIS SUBORDINATION OF PLEDGE AGREEMENT made this 14th day of May, 1973, by BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, as Trustee, hereinafter referred to as "Lessor".

73 MAY 23 PM 3:43  
JACK HOFFER  
COUNTY CLERK  
RECORDED

RECITALS:

A. Lessor is the Lessor in that certain 99-Year Lease dated the 7th day of February, 1973, with GATELAND VILLAGE CONDOMINIUM, INC., a non-profit corporation organized under the laws of Florida, as Lessee, as recorded in Official Records Book 5233, Page 503, of the Public Records of Broward County, Florida.

B. Under the aforesaid Lease Agreement, each member of GATELAND VILLAGE CONDOMINIUM, INC. is to execute a Pledge encumbering his individual unit, together with all appurtenances thereto, in order to better secure the obligations of the Lessee under the aforesaid lease in favor of the Lessor.

C. Hollywood Federal Savings and Loan Association has effected a first mortgage on the following described property, to wit:

Unit 2-D of GATELAND VILLAGE CONDOMINIUM, SECTION A, a condominium, according to the Declaration thereof, dated the 7th day of February, 1973, recorded in Official Records Book 5233, page 532, of the Public Records of Broward County, Florida, together with all appurtenances thereto.

D. Lessor desires to subordinate its lien rights under the aforesaid Pledge Agreement in order to perfect the first mortgage lien of Hollywood Federal Savings and Loan Association.

NOW, THEREFORE, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to the Lessor, receipt of which is hereby acknowledged, the Lessor agrees as follows:

RETURN TO  
THIS INSTRUMENT WAS PREPARED BY  
PAUL KOENIG  
LAW OFFICES OF KOENIG AND KATZ  
POST OFFICE BOX 7159  
HOLLYWOOD, FLORIDA 33021

PK:nba  
9748

LAW OFFICES KOENIG AND KATZ

415295 REC 552

1. The Lessor hereby agrees that its rights as Lessor under the aforementioned Lease Agreement and under the aforementioned Pledge Agreement is a subordinate and inferior lien against the said property to the lien of that certain mortgage dated the 14th day of May, 1973, from JENNIE I. JAWORSKI, a single woman as Mortgagor, to Hollywood Federal Savings and Loan Association, as Mortgagee, encumbering the property described in Recital C.

2. This Subordination Agreement is executed and delivered by the Lessor for the purpose of inducing Hollywood Federal Savings and Loan Association to disburse proceeds under the mortgage described in Paragraph 1.

IN WITNESS WHEREOF, BANK OF HALLANDALE AND TRUST COMPANY has caused this instrument to be executed the day and year first above written.

Witnessed by:

BANK OF HALLANDALE AND TRUST COMPANY

Valerie A. Day  
Victoria E. Carter

By [Signature]  
Attest [Signature]

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES V. AUSTIN, JR., Vice President and Trust Officer, and W. A. KERN, Assistant Vice President of BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, and they severally acknowledged that they executed the foregoing instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said corporation and that said seal was affixed thereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 14th day of May, 1973

[Signature]  
Notary Public

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF BROWARD  
JACK WHEELER  
COUNTY COMPTROLLER

73-109729

SUBORDINATION OF PLEDGE AGREEMENT

THIS SUBORDINATION OF PLEDGE AGREEMENT made this 18th day of May, 1973, by BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, as Trustee, hereinafter referred to as "Lessor".

RECITALS:

A. Lessor is the Lessor in that certain 99-Year Lease dated the 7th day of February, 1973, with GATELAND VILLAGE CONDOMINIUM, INC., a non-profit corporation organized under the laws of Florida, as Lessee, as recorded in Official Records Book 5233, Page 503, of the Public Records of Broward County, Florida.

B. Under the aforesaid Lease Agreement, each member of GATELAND VILLAGE CONDOMINIUM, INC. is to execute a Pledge encumbering his individual unit, together with all appurtenances thereto, in order to better secure the obligations of the Lessee under the aforesaid lease in favor of the Lessor.

C. Hollywood Federal Savings and Loan Association has effected a first mortgage on the following described property, to wit:

Unit 2-B of GATELAND VILLAGE CONDOMINIUM, SECTION A, a condominium, according to the Declaration thereof, dated the 7th day of February, 1973, recorded in Official Records Book 5233, page 532, of the Public Records of Broward County, Florida, together with all appurtenances thereto.

D. Lessor desires to subordinate its lien rights under the aforesaid Pledge Agreement in order to perfect the first mortgage lien of Hollywood Federal Savings and Loan Association.

NOW, THEREFORE, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to the Lessor, receipt of which is hereby acknowledged, the Lessor agrees as follows:

RETURN TO  
This instrument was prepared by  
PAUL KOENIG  
LAW OFFICES OF KOENIG AND KATZ  
POST OFFICE BOX 7159  
HOLLYWOOD, FLORIDA 33021

PK:mba  
9746

LAW OFFICES - KOENIG AND KATZ

JACK HELLER COUNTY RECORDS  
73 MAY 25 PM 1 10

115298-916

1. The Lessor hereby agrees that its rights as Lessor under the aforementioned Lease Agreement and under the aforementioned Pledge Agreement is a subordinate and inferior lien against the said property to the lien of that certain mortgage dated the 18th day of May, 1973, from JOSEPE SCIOTTO and ROSE SCIOTTO, his wife as Mortgagor, to Hollywood Federal Savings and Loan Association, as Mortgagee, encumbering the property described in Recital C.

2. This Subordination Agreement is executed and delivered by the Lessor for the purpose of inducing Hollywood Federal Savings and Loan Association to disburse proceeds under the mortgage described in Paragraph 1.

IN WITNESS WHEREOF, BANK OF HALLANDALE AND TRUST COMPANY has caused this instrument to be executed the day and year first above written.

Witnessed by:

BANK OF HALLANDALE AND TRUST COMPANY

Valerie A. Day  
Victoria E. Carter

By Charles V. Austin, Jr.  
Attest W. A. Kern

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES V. AUSTIN, JR., Vice President and Trust Officer, and W. A. KERN, Assistant Vice President of BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, and they severally acknowledged that they executed the foregoing instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said corporation and that said seal was affixed thereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 18th day of May, 1973.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
COUNTY CONTROLLER

NOTARY PUBLIC  
STATE OF FLORIDA

Charles V. Austin, Jr.  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 4, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.



-115359

## SUBORDINATION OF PLEDGE AGREEMENT

THIS SUBORDINATION OF PLEDGE AGREEMENT made this 14th day  
 of May, 19 73, by BANK OF HALLANDALE AND TRUST  
 COMPANY, a Florida Banking Corporation, as Trustee, hereinafter  
 referred to as "Lessor"

## RECITALS.

A. Lessor is the Lessor in that certain 99-Year Lease dated  
 the 7th day of February, 1973, with GATELAND VILLAGE CONDOMINIUM,  
 INC., a non-profit corporation organized under the laws of Florida,  
 as Lessee, as recorded in Official Records Book 5233, Page 503,  
 of the Public Records of Broward County, Florida.

B. Under the aforesaid Lease Agreement, each member of  
 GATELAND VILLAGE CONDOMINIUM, INC is to execute a Pledge encumber-  
 ing his individual unit, together with all appurtenances thereto,  
 in order to better secure the obligations of the Lessee under the  
 aforesaid lease in favor of the Lessor.

C. Hollywood Federal Savings and Loan Association has  
 effected a first mortgage on the following described property,  
 to wit:

Unit 3-A of GATELAND VILLAGE CONDOMINIUM, SECTION A,  
 a condominium, according to the Declaration thereof,  
 dated the 7th day of February, 1973, recorded in Official  
 Records Book 5233, page 532, of the Public Records of  
 Broward County, Florida, together with all appurtenances  
 thereto.

D. Lessor desires to subordinate its lien rights under the  
 aforesaid Pledge Agreement in order to perfect the first mortgage  
 lien of Hollywood Federal Savings and Loan Association.

NOW, THEREFORE, in consideration of the premises and in  
 consideration of the sum of Ten Dollars (\$10.00) and other good  
 and valuable considerations paid to the Lessor, receipt of which  
 is hereby acknowledged, the Lessor agrees as follows:

RETURN TO  
 THIS INSTRUMENT WAS PREPARED BY:  
 PAUL KOENIG  
 LAW OFFICES OF KOENIG AND KATZ  
 POST OFFICE BOX 7159  
 HOLLYWOOD, FLORIDA 33021

PK nba

9751

LAW OFFICES KOENIG AND KATZ

PAGE 668

1. The Lessor hereby agrees that its rights as Lessor under the aforementioned Lease Agreement and under the aforementioned Plledge Agreement is a subordinate and inferior lien against the said property to the lien of that certain mortgage dated the 14th day of May, 1973, from JULIUS BARRON and ESTHER BARRON, his wife as Mortgagor, to Hollywood Federal Savings and Loan Association, as Mortgagee, encumbering the property described in Recital C

2. This Subordination Agreement is executed and delivered by the Lessor for the purpose of inducing Hollywood Federal Savings and Loan Association to disburse proceeds under the mortgage described in Paragraph 1.

IN WITNESS WHEREOF, BANK OF HALLANDALE AND TRUST COMPANY has caused this instrument to be executed the day and year first above written.

Witnessed by

BANK OF HALLANDALE AND TRUST COMPANY

Charles V. Austin  
W. A. Kern

By Charles V. Austin  
Attest W. A. Kern

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES V. AUSTIN, JR., Vice President and Trust Officer, and W. A. KERN, Assistant Vice President of BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, and they severally acknowledged that they executed the foregoing instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said corporation and that said seal was affixed thereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 14th day of May, 1973.

Charles V. Austin  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB 4 1975  
GENERAL INSURANCE UNDERWRITERS, INC.

LAW OFFICES KOENIG AND KATZ

ff 5308  
mc 669

D A G E 6 6 0

73-15365

## SUBORDINATION OF PLEDGE AGREEMENT

THIS SUBORDINATION OF PLEDGE AGREEMENT made this 21 day  
of May, 19 73, by BANK OF HALLANDALE AND TRUST  
COMPANY, a Florida Banking Corporation, as Trustee, hereinafter  
referred to as "Lessor"

## RECITALS.

A. Lessor is the Lessor in that certain 99-Year Lease dated  
the 7th day of February, 1973, with GATELAND VILLAGE CONDOMINIUM,  
INC, a non-profit corporation organized under the laws of Florida,  
as Lessee, as recorded in Official Records Book 5233, Page 503,  
of the Public Records of Broward County, Florida.

B. Under the aforesaid Lease Agreement, each member of  
GATELAND VILLAGE CONDOMINIUM, INC is to execute a Pledge encumber-  
ing his individual unit, together with all appurtenances thereto,  
in order to better secure the obligations of the Lessee under the  
aforesaid lease in favor of the Lessor.

C Hollywood Federal Savings and Loan Association has  
effected a first mortgage on the following described property,  
to wit

Unit 2 F of GATELAND VILLAGE CONDOMINIUM, SECTION A,  
a condominium, according to the Declaration thereof,  
dated the 7th day of February, 1973, recorded in Official  
Records Book 5233, page 532, of the Public Records of  
Broward County, Florida, together with all appurtenances  
thereto

D. Lessor desires to subordinate its lien rights under the  
aforesaid Pledge Agreement in order to perfect the first mortgage  
lien of Hollywood Federal Savings and Loan Association.

NOW, THEREFORE, in consideration of the premises and in  
consideration of the sum of Ten Dollars (\$10 00) and other good  
and valuable considerations paid to the Lessor, receipt of which  
is hereby acknowledged, the Lessor agrees as follows:

RETURN TO  
THIS INSTRUMENT WAS PREPARED BY  
PAUL KOENIG  
LAW OFFICES OF KOENIG AND KATZ  
POST OFFICE BOX 7159  
HOLLYWOOD, FLORIDA 33021

PK nba  
9741

LAW OFFICES - KOENIG AND KATZ

5308 MAY 1980

PAGE 680

1 The Lessor hereby agrees that its rights as Lessor under the aforementioned Lease Agreement and under the aforementioned Pledge Agreement is a subordinate and inferior lien against the said property to the lien of that certain mortgage dated the 21st day of May, 1973, from HEVRY KESSLER and CAROLINE C KESSLER, his wife, as Mortgagor, to Hollywood Federal Savings and Loan Association, as Mortgagee, encumbering the property described in Recital C.

2 This Subordination Agreement is executed and delivered by the Lessor for the purpose of inducing Hollywood Federal Savings and Loan Association to disburse proceeds under the mortgage described in Paragraph 1

IN WITNESS WHEREOF, BANK OF HALLANDALE AND TRUST COMPANY has caused this instrument to be executed the day and year first above written.

Witnessed by

BANK OF HALLANDALE AND TRUST COMPANY

Charles V. Austin  
Notary Public

By Charles V. Austin  
Attest H. C. Kessler

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES V. AUSTIN, JR., Vice President and Trust Officer, and W. A. KERN, Assistant Vice President of BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, and they severally acknowledged that they executed the foregoing instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said corporation and that said seal was affixed thereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 21st day of May, 1973.

Charles V. Austin  
Notary Public

NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB 4, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.

LAW OFFICES KOENIG AND KATZ

FF 5308  
PAGE 681

D A G E 6 8 1

73-115377

SUBORDINATION OF PLEDGE AGREEMENT

THIS SUBORDINATION OF PLEDGE AGREEMENT made this 23rd day of May, 19 73, by BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, as Trustee, hereinafter referred to as "Lessor".

RECITALS-

A Lessor is the Lessor in that certain 99-Year Lease dated the 7th day of February, 1973, with GATELAND VILLAGE CONDOMINIUM, INC., a non-profit corporation organized under the laws of Florida, as Lessee, as recorded in Official Records Book 5233, Page 503, of the Public Records of Broward County, Florida

B. Under the aforesaid Lease Agreement, each member of GATELAND VILLAGE CONDOMINIUM, INC. is to execute a Pledge encumbering his individual unit, together with all appurtenances thereto, in order to better secure the obligations of the Lessee under the aforesaid lease in favor of the Lessor.

C. Hollywood Federal Savings and Loan Association has effected a first mortgage on the following described property, to wit

Unit 3 B of GATELAND VILLAGE CONDOMINIUM, SECTION A, a condominium, according to the Declaration thereof, dated the 7th day of February, 1973, recorded in Official Records Book 5233, page 532, of the Public Records of Broward County, Florida, together with all appurtenances thereto.

D. Lessor desires to subordinate its lien rights under the aforesaid Pledge Agreement in order to perfect the first mortgage lien of Hollywood Federal Savings and Loan Association.

NOW, THEREFORE, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to the Lessor, receipt of which is hereby acknowledged, the Lessor agrees as follows:

RETURN TO  
THIS INSTRUMENT WAS PREPARED BY:  
PAUL KOENIG  
LAW OFFICES OF KOENIG AND KATZ  
POST OFFICE BOX 7159  
HOLLYWOOD, FLORIDA 33021

PK nba  
9750

LAW OFFICES KOENIG AND KATZ

73 JUN 4 PM 1:43  
JUL 11 1973  
CLERK OF COURT  
BROWARD COUNTY  
FLORIDA

FILE 704  
JUL 11 1973

6-2

PAGE 704

1. The Lessor hereby agrees that its rights as Lessor under the aforementioned Lease Agreement and under the aforementioned Pledge Agreement is a subordinate and inferior lien against the said property to the lien of that certain mortgage dated the 23rd day of May, 1973, from MAURICE SILVER and SYLVIA SILVER, his wife as Mortgagor, to Hollywood Federal Savings and Loan Association, as Mortgagee, encumbering the property described in Recital C

2. This Subordination Agreement is executed and delivered by the Lessor for the purpose of inducing Hollywood Federal Savings and Loan Association to disburse proceeds under the mortgage described in Paragraph 1.

IN WITNESS WHEREOF, BANK OF HALLANDALE AND TRUST COMPANY has caused this instrument to be executed the day and year first above written

Witnessed by BANK OF HALLANDALE AND TRUST COMPANY  
Charles V. Austin BY Charles V. Austin  
Victoria E. Carter Attest W. C. Kern

STATE OF FLORIDA  
 COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES V. AUSTIN, JR., Vice President and Trust Officer, and W. A. KERN, Assistant Vice President of BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, and they severally acknowledged that they executed the foregoing instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said corporation and that said seal was affixed thereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed

WITNESS my hand and official seal in the State and County last aforesaid, this 23rd day of May, 1973

William V. Kage  
 Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
 MY COMMISSION EXPIRES FEB 4 1975  
 GENERAL INSURANCE UNDERWRITERS, INC.

LAW OFFICES KOENIG AND KATZ

FILE 5308 ME 705

PAGE 705

73-12215/

SUBORDINATION OF PLEDGE AGREEMENT

THIS SUBORDINATION OF PLEDGE AGREEMENT made this 31st day of May, 19 73, by BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, as Trustee, hereinafter referred to as "Lessor".

RECITALS:

A. Lessor is the Lessor in that certain 99-Year Lease dated the 7th day of February, 1973, with GATELAND VILLAGE CONDOMINIUM, INC., a non-profit corporation organized under the laws of Florida, as Lessee, as recorded in Official Records Book 5233, Page 503, of the Public Records of Broward County, Florida.

B. Under the aforesaid Lease Agreement, each member of GATELAND VILLAGE CONDOMINIUM, INC. is to execute a Pledge encumbering his individual unit, together with all appurtenances thereto, in order to better secure the obligations of the Lessee under the aforesaid lease in favor of the Lessor.

C. Hollywood Federal Savings and Loan Association has effected a first mortgage on the following described property, to wit:

Unit 3 E of GATELAND VILLAGE CONDOMINIUM, SECTION A, a condominium, according to the Declaration thereof, dated the 7th day of February, 1973, recorded in Official Records Book 5233, page 532, of the Public Records of Broward County, Florida, together with all appurtenances thereto.

D. Lessor desires to subordinate its lien rights under the aforesaid Pledge Agreement in order to perfect the first mortgage lien of Hollywood Federal Savings and Loan Association.

NOW, THEREFORE, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to the Lessor, receipt of which is hereby acknowledged, the Lessor agrees as follows:

RETURN TO  
THIS INSTRUMENT WAS PREPARED BY  
PAUL KOENIG  
LAW OFFICES OF KOENIG AND KATZ  
POST OFFICE BOX 7159  
HOLLYWOOD, FLORIDA 33021

PK:nba

9755

LAW OFFICES KOENIG AND KATZ

JULIA M. KENNEL  
CLERK  
RECORDED

73 JUN 12 PM 4:33

OFF 5320 PAGE 062

1. The Lessor hereby agrees that its rights as Lessor under the aforementioned Lease Agreement and under the aforementioned Pledge Agreement is a subordinate and inferior lien against the said property to the lien of that certain mortgage dated the 31st day of May, 1973, from JOSEPH SOROCHAK and MARGARET SOROCHAK, his wife, as Mortgagor, to Hollywood Federal Savings and Loan Association, as Mortgagee, encumbering the property described in Recital C.

2. This Subordination Agreement is executed and delivered by the Lessor for the purpose of inducing Hollywood Federal Savings and Loan Association to disburse proceeds under the mortgage described in Paragraph 1.

IN WITNESS WHEREOF, BANK OF HALLANDALE AND TRUST COMPANY has caused this instrument to be executed the day and year first above written.

Witnessed by

BANK OF HALLANDALE AND TRUST COMPANY

Charles V. Austin, Jr.  
Victoria E. Carter

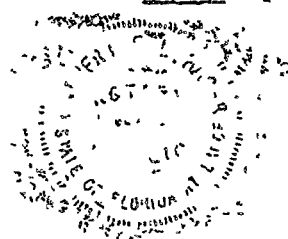
BY [Signature]  
Attest [Signature]

STATE OF FLORIDA  
COUNTY OF BROWARD

RECORDED IN THE OFFICIAL RECORDS  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
COUNTY CLERK/DEPUTY

BEFORE ME, the undersigned authority, personally appeared CHARLES V. AUSTIN, JR., Vice President and Trust Officer, and W. A. KERN, Assistant Vice President of BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, and they severally acknowledged that they executed the foregoing instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said corporation and that said seal was affixed thereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 31st day of May, 1973.



[Signature]  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 4, 1975  
GENERAL INSURANCE UNDERWRITERS, INC.

OFF 5320 PAGE 063



73-141957

## SUBORDINATION OF PLEDGE AGREEMENT

THIS SUBORDINATION OF PLEDGE AGREEMENT made this 15th day of May, 1973, by BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, as Trustee, hereinafter referred to as "Lessor".

## RECITALS:

A. Lessor is the Lessor in that certain 99-Year Lease dated the 7th day of February, 1973, with GATELAND VILLAGE CONDOMINIUM, INC., a non-profit corporation organized under the laws of Florida, as Lessee, as recorded in Official Records Book 5233, Page 503, of the Public Records of Broward County, Florida.

B. Under the aforesaid Lease Agreement, each member of GATELAND VILLAGE CONDOMINIUM, INC. is to execute a Pledge encumbering his individual unit, together with all appurtenances thereto, in order to better secure the obligations of the Lessee under the aforesaid lease in favor of the Lessor.

C. Hollywood Federal Savings and Loan Association has effected a first mortgage on the following described property, to wit:

Unit 3-B of GATELAND VILLAGE CONDOMINIUM, SECTION A, a condominium, according to the Declaration thereof, dated the 7th day of February, 1973, recorded in Official Records Book 5233, page 532, of the Public Records of Broward County, Florida, together with all appurtenances thereto.

D. Lessor desires to subordinate its lien rights under the aforesaid Pledge Agreement in order to perfect the first mortgage lien of Hollywood Federal Savings and Loan Association.

NOW, THEREFORE, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to the Lessor, receipt of which is hereby acknowledged, the Lessor agrees as follows:

## RETURN TO

THIS INSTRUMENT WAS PREPARED BY  
PAUL KOENIG  
LAW OFFICES OF KOENIG AND KATZ  
POST OFFICE BOX 7159  
HOLLYWOOD, FLORIDA 33021

PK:mba

9752

LAW OFFICES KOENIG AND KATZ

JUL 10 PM 1:53  
JACK HILL  
CLERK  
RECORDED73-141957  
5356 REC-296

1. The Lessor hereby agrees that its rights as Lessor under the aforementioned Lease Agreement and under the aforementioned Pledge Agreement is a subordinate and inferior lien against the said property to the lien of that certain mortgage dated the 15th day of May, 1973, from ABE SEIDEL and NITA SEIDEL, his wife \_\_\_\_\_ as Mortgagor, to Hollywood Federal Savings and Loan Association, as Mortgagee, encumbering the property described in Recital C.

2. This Subordination Agreement is executed and delivered by the Lessor for the purpose of inducing Hollywood Federal Savings and Loan Association to disburse proceeds under the mortgage described in Paragraph 1.

IN WITNESS WHEREOF, BANK OF HALLANDALE AND TRUST COMPANY has caused this instrument to be executed the day and year first above written.

Witnessed by BANK OF HALLANDALE AND TRUST COMPANY

Charles V. Austin, Jr. By Charles V. Austin, Jr.  
Tutorius & Kantor Attest W. A. Kern

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES V. AUSTIN, JR., Vice President and Trust Officer, and W. A. KERN, Assistant Vice President of BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, and they severally acknowledged that they executed the foregoing instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said corporation and that said seal was affixed thereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 15th day of May, 1973.

Charles V. Austin, Jr.  
 Notary Public

NOTARY PUBLIC - FLORIDA AT LARGE  
 MY COMMISSION EXPIRES FEB. 4, 1978  
 GENERAL INSURANCE UNDERWRITERS, INC.

LAW OFFICES KOENIG AND KATZ

445356 RUC 297

73-146778

## SUBORDINATION OF PLEDGE AGREEMENT

THIS SUBORDINATION OF PLEDGE AGREEMENT made this 19th day of June, 19 73, by BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, as Trustee, hereinafter referred to as "Lessor".

## RECITALS:

A. Lessor is the Lessor in that certain 99-Year Lease dated the 7th day of February, 1973, with GATELAND VILLAGE CONDOMINIUM, INC., a non-profit corporation organized under the laws of Florida, as Lessee, as recorded in Official Records Book 5233, Page 503 of the Public Records of Broward County, Florida.

B. Under the aforesaid Lease Agreement, each member of GATELAND VILLAGE CONDOMINIUM, INC. is to execute a Pledge encumbering his individual unit, together with all appurtenances thereto, in order to better secure the obligations of the Lessee under the aforesaid lease in favor of the Lessor.

C. Hollywood Federal Savings and Loan Association has effected a first mortgage on the following described property, to wit:

Unit 3-G of GATELAND VILLAGE CONDOMINIUM, SECTION A, a condominium, according to the Declaration thereof, dated the 7th day of February, 1973, recorded in Official Records Book 5233, page 532, of the Public Records of Broward County, Florida, together with all appurtenances thereto.

D. Lessor desires to subordinate its lien rights under the aforesaid Pledge Agreement in order to perfect the first mortgage lien of Hollywood Federal Savings and Loan Association.

NOW, THEREFORE, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to the Lessor, receipt of which is hereby acknowledged, the Lessor agrees as follows:

PK:nba  
9753

LAW OFFICES KOENIG AND KATZ

RETURN TO  
THIS INSTRUMENT WAS PREPARED BY:  
PAUL KOENIG  
LAW OFFICES OF KOENIG AND KATZ  
POST OFFICE BOX 7159  
HOLLYWOOD, FLORIDA 33021

73 JUL 16 PM 4:22  
JACK BILLEN  
COUNTY CLERK  
BROWARD COUNTY  
RECORDED

HT 5364 PAGE 690

1. The Lessor hereby agrees that its rights as Lessor under the aforementioned Lease Agreement and under the aforementioned Pledge Agreement is a subordinate and inferior lien against the said property to the lien of that certain mortgage dated the 19th day of June, 19 73, from IRENE G. KUHLMAN, a single woman as Mortgagor, to Hollywood Federal Savings and Loan Association, as Mortgagee, encumbering the property described in Recital C.

2. This Subordination Agreement is executed and delivered by the Lessor for the purpose of inducing Hollywood Federal Savings and Loan Association to disburse proceeds under the mortgage described in Paragraph 1.

IN WITNESS WHEREOF, BANK OF HALLANDALE AND TRUST COMPANY has caused this instrument to be executed the day and year first above written.

Witnessed by:

BANK OF HALLANDALE AND TRUST COMPANY

Charles V. Austin  
W. A. Kern

By Charles V. Austin  
Attest W. A. Kern

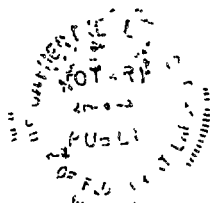
STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared CHARLES V. AUSTIN, JR., Vice President and Trust Officer, and W. A. KERN, Assistant Vice President of BANK OF HALLANDALE AND TRUST COMPANY, a Florida Banking Corporation, and they severally acknowledged that they executed the foregoing instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said corporation and that said seal was affixed thereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid, this 19th day of June, 19 73.

Charles V. Austin  
Notary Public

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY FLORIDA  
JACK WHEELER  
COUNTY COM. 112



NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 4, 1975  
GENERAL INSURANCE UNDER WRITERS, INC.

LAW OFFICES - KOENIG AND KATZ

RECEIVED  
JUN 20 1973  
NOTARY PUBLIC

95-293454 T#008  
07-11-95 11.40AM

This instrument prepared by  
(and to be returned to )  
Irvin W Nachman Esquire  
4441 Stirling Road  
Ft Lauderdale, Florida 33314

Certificate of Amendment  
to the  
Declarations of Condominium  
for  
Gateland Village Condominiums, Sections A - G

The Declarations of Condominium of the following condominiums were duly recorded in the Official Records Books at such pages of the Public Records of Broward County, Florida, as indicated below

<u>CONDOMINIUM</u>	<u>OFFICIAL RECORDS</u> <u>BOOK</u>	<u>COMMENCING</u> <u>AT PAGE</u>
Gateland Village Condominium, Section A	5233	532
Gateland Village Condominium, Section B	5470	667
Gateland Village Condominium, Section C	5560	385
Gateland Village Condominium, Section D	5699	819
Gateland Village Condominium, Section E	5709	636
Gateland Village Condominium, Section F	5839	817
Gateland Village Condominium, Section G	5930	111

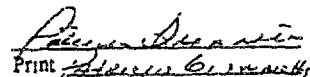
Pursuant to the provisions of Article VII of the aforescribed Declarations, amendments to the Declarations were made, approved and ratified by the requisite vote of the members of the condominiums at the Special Meeting of the Members held on June 22, 1995. The proposal was affirmatively approved by a vote of 70-8.

This Certificate and the attached Amendments to the Declarations are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records, the attached Amendments will become effective.

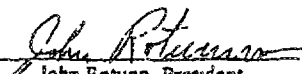
IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the Corporation affixed hereto, this 7th day of June, 1995.

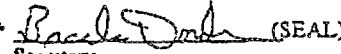
WITNESSETH

  
Print Charles A. Johnson

  
Print Charles A. Johnson

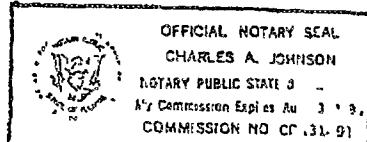
GATELAND VILLAGE CONDOMINIUM, INC


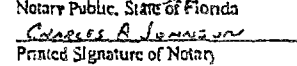
By   
John Rotundo, President  
3277 NW 78th Ave.  
Hollywood, Florida 33024

ATTEST  (SEAL)  
Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7 day of June, 1995 by John Rotundo, the President and Brenda Deredant the Secretary of Gateland Village Condominium, Inc. a Florida corporation not-for-profit on behalf of the corporation. They are each personally known to me or provided James L. L... as identification.



  
Notary Public, State of Florida  
  
Printed Signature of Notary  
(SEAL)

BK23664PG0018

Amendment  
to the  
Declarations of Condominium  
for the  
Gateland Village Condominiums, Sections A - G

Underline denotes addition  
~~Strikethrough~~ denotes deletion

NEW ARTICLE  
Article XII (C)

Notwithstanding any provisions elsewhere contained to the contrary, the Unit Owner shall occupy and use his Unit as a Single Family Private Dwelling for himself and the members of his family. Social Guests may be permitted to visit and temporarily reside for a period not to exceed thirty (30) days in the calendar year, which period shall not be cumulative. No more than four (4) persons shall reside in a Unit at one time.

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

EX 23664 F60019