

SECOND
ADDENDUM TO DECLARATION OF
CONDOMINIUM FOR APPLGREEN
CONDOMINIUM APARTMENTS 4

WHEREAS, the Declaration of Condominium of Applegreen Condominium Apartments 4, was recorded in Official Records Book 8490, commencing at Page 146, of the Public Records of Broward County, Florida; and

WHEREAS, Exhibit 5 to said Declaration is the Management Agreement for Applegreen Condominium Apartments 4; and

WHEREAS, Applegreen Condominium Apartments 4 is a portion of the Applegreen Condominium project containing nine (9) condominium apartment buildings and recreational facilities; and

WHEREAS, Applegreen Condominium Apartments, Inc. 1 and Applegreen Condominium Apartments, Inc. 2, Florida non-profit corporations, are the entities responsible for the management and operation of the recreational facilities for the Applegreen Condominium project, pursuant to the attached Settlement Agreement, being Exhibit "A" to this Addendum; and

WHEREAS, Applegreen Condominium Apartments, Inc. 1, Applegreen Condominium Apartments, Inc. 2, and Applegreen Condominium Apartments, Inc. 3, also operate and administer Applegreen Condominiums 1, 2 and 3, respectively, inclusive of the common areas associated with each Condominium, and the Management Agreement is, therefore, null and void as to these Condominiums; and

WHEREAS, the purpose of this Addendum, with respect to Applegreen Condominium Apartments, Inc. 4, is to delete the Management Agreement and any reference in the Condominium documentation as to the management company or firm, in that full power and authority, concerning management, with respect to management of the condominium, is vested in the Condominium association known as Applegreen Condominium Apartments, Inc. 4,

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JEFFREY L. KIRSCH, ESQ.
2021 EAST COMMERCIAL BLVD.
FORT LAUDERDALE, FLORIDA 33301

for which Articles of Incorporation are attached as Exhibit 3 to the Declaration of Condominium; and

WHEREAS, said corporation shall manage and administer this Condominium and Applegreen Condominium Apartments, Inc. 1 and Applegreen Condominium Apartments, Inc. 2 shall manage the recreational facilities; and

WHEREAS, the Condominium association for Applegreen Condominium Apartments, Inc. 4 is still controlled by the Developer, which has no objection to this Addendum taking effect, and same is in accordance with the undertakings reached in the attached Settlement Agreement,

NOW, THEREFORE, in consideration of the above premises, IT IS HEREBY STATED AS FOLLOWS:

I.

The recitals stated hereinabove are restated and are incorporated herein by reference and are true and correct.

II.

The Management Agreement for Applegreen Condominium Apartments, Inc. 4 as Exhibit 5 to the Declaration of Condominium, is hereby deleted in all respects.

III.

Any reference in the Declaration of Condominium or its applicable exhibits to the Management Agreement or the management company or firm, is hereby deleted and any power or function imposed by the management company or firm reverts back to Applegreen Condominium Apartments, Inc. 4.

IV.

Other than for this Addendum, the Declaration of Condominium and its exhibits, except as otherwise herein modified, remain the same.

V.

This Addendum is executed by the Developer of this

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Condominium project, the management company and the Condominium Association, for the purpose of joining in and approving this Addendum.

VI.

This Addendum does not affect the share of common elements associated with any unit or change and affect a unit owner's interest in this Condominium.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, all on the 4th day of January, 1980.

Signed, sealed and delivered in the presence of:

SELIGMAN OF FLORIDA, INC.,
Florida corporation

Nancy A. Dwyer
J. P. Miller

By Dennis Stecker
DENNIS STECKER, Vice President

APPLEGREEN MANAGEMENT CORP.

Nancy A. Dwyer
Caroline E. Cole

By Dennis Stecker
DENNIS STECKER, Vice President

APPLEGREEN CONDOMINIUM APARTMENTS,
INC. 4

Nancy A. Dwyer
Caroline E. Cole

By Dennis Stecker
DENNIS STECKER, President

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared DENNIS STECKER, as Vice President of SELIGMAN OF FLORIDA, INC., as Vice President of APPLEGREEN MANAGEMENT CORP. and as President of APPLEGREEN CONDOMINIUM APARTMENTS, INC. 4 and he acknowledged to and before me that he executed such instrument as such Officer of said corporations and that said instrument is the deed act and deed of said corporations.

WITNESS my hand and official seal in the State and County aforesaid this 4th day of January, 1980.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires FEB 18 1982
BROWARD COUNTY GENERAL INS. UNDERWRITERS

Christine C. Vandenberg
Notary Public

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IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR BROWARD
COUNTY, FLORIDA

ALBERT INFANDE and BETTY
INFANDE, his wife, on behalf
of themselves and all others
similarly situated indivi-
dually, jointly, and
severally,

CASE NO. 76-15324 -
Judge Farrington

Plaintiffs

vs

SELIGMAN OF FLORIDA, INC., a
Florida Corporation, et al.,

Defendants

STIPULATION FOR PARTIAL SETTLEMENT

This Stipulation for Partial Settlement is entered into between the Plaintiffs (who will be herein joined by additional persons hereinafter described and collectively they will be called Plaintiffs or UNIT OWNERS) and SELIGMAN OF FLORIDA, INC., a Florida Corporation, (hereinafter SELIGMAN), APPLE GREEN MANAGEMENT CORPORATION, a Florida Corporation (hereinafter MANAGEMENT) and APPLE GREEN CONDOMINIUM ASSOCIATION, a Florida not-for-profit corporation (named as a Defendant but which may be a non-existent entity), joined by non-parties: APPLE GREEN CONDOMINIUM APARTMENTS, INC., a Florida not-for-profit Corporation, sometimes referred to in other documents as APPLE GREEN CONDOMINIUM APARTMENTS 1, and APPLE GREEN CONDOMINIUM APARTMENTS, INC., 2, a Florida not-for-profit Corporation (all last three named will collectively hereinafter be referred to as ASSOCIATION.)

WITNESSETH:

WHEREAS, the property (PROPERTY) which is the subject matter of this litigation is located on South State Road 7, Margate, Broward County, Florida and is more particularly described as follows:

Lots 1 through 25 and Tract A of APPLGREEN
SUBDIVISION, as recorded in the Public Records
of Broward County, Florida in Plat Book 77 at
Page 38, and

WHEREAS, SELIGMAN has been the developer of the condominium project on the PROPERTY, and MANAGEMENT has been managing the project for the benefit of the ASSOCIATION, pursuant to contract, and

WHEREAS, SELIGMAN has heretofore had control of the Board of Directors of the ASSOCIATION, and

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WHEREAS, PLAINTIFFS represent that they have full and lawful authority for all of the purposes set forth in this Stipulation to execute this Stipulation for and on behalf of themselves, their heirs, successors, and assigns and for each and every unit owner in the subject PROPERTY and their heirs, successors, and assigns, and

WHEREAS, the UNIT OWNERS desire now to take over the immediate management of the subject PROPERTY, and

WHEREAS, SELIGMAN and MANAGEMENT are agreeable to this take-over, providing that each and every of the commitments and representations here made are true and correct and are kept by the UNIT OWNERS, and

WHEREAS, MANAGEMENT is agreeable to terminating its contract with ASSOCIATION, subject to the conditions and provisions of this Stipulation.

NOW THEREFORE, in consideration of the representations, covenants, and promises herein contained, as well as Ten Dollars (\$10.00) and other good and valuable consideration, each to the other in hand paid, receipt whereof is hereby acknowledged, the parties do agree as follows:

1. The PLAINTIFFS hereby represent and warrant that they have full and lawful authority to execute this Stipulation with the full knowledge, consent, and approval of each and every of the UNIT OWNERS, and that the execution of this Stipulation is and shall be binding upon each and every of said units and the UNIT OWNERS, their successors, assigns, and personal representatives. Wherever the description PLAINTIFFS or UNIT OWNERS is used in this Stipulation it is agreed that it is intended to include and it means every unit owner of the PROPERTY whether or not named individually herein.

2. UNIT OWNERS do hereby release SELIGMAN and MANAGEMENT and their agents, servants and employees from any and all claims, demands, and liability. However, this release does not apply to Counts VII through X of the Second Amended Complaint as described in Paragraph 10 infra.

3. MANAGEMENT and ASSOCIATION do hereby relieve and release each other from the maintenance contract which has been executed between them and do hereby terminate the same. SELIGMAN consents to said termination.

4. Even though this Stipulation has not been executed until the date set forth below, the parties have previously agreed that as of September 26, 1978, MANAGEMENT was and is hereby relieved and indemnified by UNIT OWNERS of all present and future debts or other obligations, contractual or otherwise, in connection with the PROPERTY. Furthermore on September 26, 1978, PLAINTIFFS, for themselves and on behalf of all unit owners, expressly assumed the management and maintenance of the PROPERTY and agreed to pay all future debts and obligations connected with the PROPERTY and agreed to pay past debts described in Exhibit I hereto, and this Stipulation memorializes such undertakings and obligations. PLAINTIFFS further agree to maintain the PROPERTY in first-class condition, including the recreational facility and common areas. The money in the MANAGEMENT bank account will be transferred to the PLAINTIFFS upon execution of this Stipulation. PLAINTIFFS hereby represent and warrant that they will not contract nor incur any indebtedness for which MANAGEMENT or SELIGMAN would or could be liable nor pledge MANAGEMENT'S or SELIGMAN'S credit.

5. Because of a dispute between the parties concerning the payment of rent to SELIGMAN on the recreation lease on the PROPERTY, PLAINTIFFS represent that they have previously deposited into an escrow account Twenty Six Thousand One Hundred Four Dollars (\$26,104.00) which they calculate would have been due, through September 1, 1978, to SELIGMAN if paid. SELIGMAN computes the amount to be Twenty Six Thousand Five Hundred Sixty Eight Dollars (\$26,568.00). To resolve this Four Hundred Sixty Four Dollar (\$464.00) discrepancy, the PLAINTIFFS will pay to SELIGMAN the Twenty Six Thousand One Hundred Four Dollars (\$26,104.00) upon the execution of this Stipulation. SELIGMAN accepts said sum but does not relinquish, waive, or abandon the right to collect said Four Hundred Sixty Four Dollars (\$464.00) from those indi-

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vidually obligated to pay same.

6. MANAGEMENT and SELIGMAN have alleged that there is due from PLAINTIFFS and other unit owners Nineteen Thousand Eight Hundred Fifty Dollars (\$19,850.00) for late charges for maintenance assessments and Twenty Five Thousand Five Hundred Ninety Two Dollars and Ten Cents (\$25,592.10) for assessments. The matter is here compromised as follows:

A. Within one hundred and twenty (120) days from September 26, 1978, PLAINTIFFS will pay to SELIGMAN Ten Thousand Dollars (\$10,000.00) in full settlement of said sums.

B. The new officers, directors, and their spouses who have been elected by the PLAINTIFFS to conduct the affairs of the ASSOCIATION do join herein as PLAINTIFFS and do personally assume and agree to pay said debt.

C. Those officers, directors, etc. further agree to collect Fifteen Thousand Five Hundred Ninety Two Dollars and Ten Cents (\$15,592.10) for past dues and assessments from various unit owners. When collected, said money shall belong to ASSOCIATION to be used by ASSOCIATION for any common purpose related to the PROPERTY and neither SELIGMAN nor MANAGEMENT shall have any claim therein.

7. MANAGEMENT agrees to assist PLAINTIFFS in a smooth transition in the takeover of the ASSOCIATION. MANAGEMENT will do its best to notify all tradespersons that a new management is replacing it.

8. There has been filed another action between some of the parties hereto in the above-entitled Court, being Case Number 78-14031. By virtue of this Stipulation said cause and all matters therein shall be, upon execution of this Stipulation, dismissed with prejudice. PLAINTIFFS' Counsel will prepare and see to the execution of all necessary paperwork to accomplish this purpose.

9. MANAGEMENT has filed and there is now pending in the above-entitled Court divers foreclosure actions against the unit owners as a result of failure to pay. As a result of the execution of this Stipulation, all of said actions will be dismissed.

The preparation of the documents necessary for the dismissal and the satisfaction of liens will be prepared and filed by Counsel for the PLAINTIFFS. However, MANAGEMENT will pay up to Four Dollars (\$4.00) per lien on account of the cost of recording satisfactions therein. PLAINTIFFS do hereby release MANAGEMENT and MANAGEMENT from any claims arising from the filing of such liens or lawsuits.

10. In further consideration of this Stipulation, the PLAINTIFFS do hereby voluntarily dismiss, with prejudice, each and every Count of the instant suit contained in the Second Amended Complaint and do hereby release the Defendants from any and all claims, whether or not plead in said Second Amended Complaint, with the exception of those claims contained in Counts VII, VIII, IX, and X. Nothing contained in this Stipulation, nor the stipulation itself, may be used as a defense to said enumerated Counts. Likewise, PLAINTIFFS will not further amend said Counts, nor file another Amended Complaint, nor file any other actions, the result of which would be to enlarge upon said Counts or to raise new or additional causes of action, with the exception of those causes of action by APPLE GREEN CONDOMINIUM APARTMENTS, INC. 2 against SELIGMAN OF FLORIDA, INC. for construction defects in Building 9.

11. PLAINTIFFS have picketed the PROPERTY and do hereby agree that they will not in the future, nor permit or allow in the future, any picketing or like activity against the PROPERTY, the owners, or the developers thereof.

12. In connection with the recreation lease, the parties agree that beginning October 1, 1978, rent on the one-bedroom apartments will continue at Twelve Dollars (\$12.00) per month and Sixteen Dollars (\$16.00) per month on the two-bedroom apartments, and UNIT OWNERS agree to pay same promptly to SELIGMAN, month by month, on the first day of each and every month beginning October 1, 1978 without further demand or notice. If SELIGMAN constructs the contemplated three (3) additional buildings which it now has in mind, the recreation lease rent for those

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units will be identical with those just above described. From the rents so collected, SELIGMAN will keep two thirds (2/3) of the gross rent to which it is entitled. The balance, when received, will be paid by SELIGMAN to the ASSOCIATION or pro rata to the new ASSOCIATION which may be formed to manage the addition of units. The ASSOCIATION or ASSOCIATIONS will become obligated to deposit said rent, as received from SELIGMAN, in a federally-insured savings and loan association in Broward County, Florida and shall be required to furnish monthly to SELIGMAN the bank statement as proof that the sums have been deposited. However, the PLAINTIFFS and the ASSOCIATION(S) have complete discretion and control over the sums so deposited to be used by them solely, as they see fit, for the maintenance, enlargement, and improvement of the recreational facilities. By SELIGMAN voluntarily turning over the portion of the recreation rent actually received by it as above described, SELIGMAN is not personally promising to pay or collect the same, nor underwriting the same. Neither MANAGEMENT nor SELIGMAN has any further responsibilities for the upkeep and maintenance of the recreation facilities from September 26, 1978 forward and the same will be done and performed by the PLAINTIFFS. Provided the PLAINTIFFS are in full compliance with the terms and conditions of this Stipulation, then on September 1, 1984, PLAINTIFFS have to pay no further recreation lease rent. The unit owners of the next three (3) buildings will pay recreation lease rent, at the rate above, for six (6) years beginning with occupancy. At the end of those combined periods and provided the PLAINTIFFS and the unit owners of the next three (3) buildings are in full compliance with the terms and conditions of this stipulation, SELIGMAN will prepare and deliver a Quitclaim Deed on said recreational facilities to the UNIT OWNERS, in fee simple, which deed will be prepared and recorded at the cost of the UNIT OWNERS. The property so conveyed will be free and clear and subject only to instruments of record and taxes. Simultaneously therewith, there will be executed a lease termination agreement.

The officers and directors representing the UNIT OWNERS

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...the checks for recreational fees as referred to above
are to be made out to SELIGMAN OF FLORIDA, INC. and delivered
to 525 Southwest Sixty First Terrace, Margate, Florida or any
other location as SELIGMAN OF FLORIDA, INC. may so instruct
the present association(s), and individuals.

11. SELIGMAN agrees that it will not add more than six (6)
(65) condominium units to PROPERTY.

Notwithstanding anything herein to the contrary, it is
understood by and between the parties herein that any new condo-
minium units added to the property by SELIGMAN as above described,
the unit owners must pay their prorated share of assessments to
maintain the recreational facilities.

12. SELIGMAN agrees to resign from all positions (except
chairman) of Board of Directors of the ASSOCIATION upon execution
of this Agreement.

14. This Stipulation constitutes the entire agreement
and understanding between the parties and may not be modified
except in writing and executed by all the parties hereto.

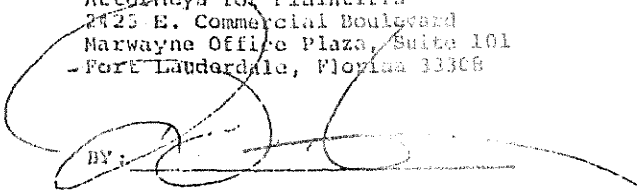
15. Except as may be provided for in this Stipulation to
the contrary, this Stipulation shall be binding upon the parties
hereto, their heirs, successors, and assigns and shall constitute
a covenant running with the land.

The parties hereto acknowledge and agree that each is
foregoing certain rights and assuming certain obligations which
but for this Stipulation would not have been released or assumed.
Accordingly, the parties agree that this Stipulation is fully
and adequately supported by consideration, is fair and reason-
able, and the parties have had the opportunity to consult with
such experts of their choosing as they may have desired, and
that they have had the opportunity of discussing the matter with
counsel of their choice and further, that counsel for the
ASSOCIATION have advised the ASSOCIATION that this Stipulation
is enforceable and binding in all respects.

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16. In order to induce the defendants to enter into this Stipulation, counsel for the plaintiffs covenant that they represent and have full authority to enter into this Stipulation for and on behalf of and to bind each and every unit and owner whose signature is affixed to this Stipulation or whose name and/or unit number is described in the attachments to this Stipulation.

ROBERT D. HORTH P.A.
Attorneys for Plaintiffs
2425 E. Commercial Boulevard
Marwayne Office Plaza, Suite 101
Fort Lauderdale, Florida 33308

BY: 

HELLER AND KAPLAN
Attorneys for the defendant, SELIGMAN
Suite 1205 Ainsley Building
14 N. E. First Avenue
Miami, Florida 33132

BY: 
DANIEL NEAL HELLER

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and have caused these presents to be signed respectively by their proper officer (s), and their respective Corporate Seals have been duly affixed this _____ day of _____, 1978.

Signed, sealed, and delivered in the presence of:

APPLE GREEN MANAGEMENT CORPORATION

By: _____ (SEAL)

APPLE GREEN CONDOMINIUM APARTMENTS, INC.

By: Harry T. Tzekow
Harry Tzekow

By: Clara Vasta
Clara Vasta

By: Clara Vasta
Clara Vasta

By: Salvatore Vasta
Salvatore Vasta

By: David H. Jackson
David H. Jackson

By: Marjorie Jackson
Marjorie Jackson

APPLE GREEN CONDOMINIUM APARTMENTS, INC. 1

By: Leo Bookman
Leo Bookman

By: Gertrude Bookman
Gertrude Bookman

By: Agostino A. Rodi
Agostino A. Rodi

By: Jean Rodi
Jean Rodi

Christine C. Morris

By: Sally Cohen

Christine C. Morris

By: Tobias Cohen

Christine C. Morris

APPLE GREEN CONDOMINIUM UNIT OWNERS PROTECTIVE ASSOCIATION

Christine C. Morris

By: Albert Infante, President

Christine C. Morris

By: Albert Infante

Christine C. Morris

By: Salvatore Albanese, Vice President

Christine C. Morris

By: Lena Albanese

Christine C. Morris

By: Nicholas D'orio

Christine C. Morris

By: Mary D'orio

Christine C. Morris

By: Milton Naiman

Christine C. Morris

By: (SEAL)

Christine C. Morris

STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)
BEFORE ME, the undersigned authority, personally appeared
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Christine C. Morris

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Christine C. Morris

as President of APPLE GREEN MANAGEMENT CORPORATION, a Florida Corporation; HARRY ITZKOW, ALEXANDER ITZKOW, CLARA VASTA, SALVATORE VASTA, DAVID W. JACKSON, and MARJORIE JACKSON as Directors for APPLE GREEN CONDOMINIUM APARTMENTS, INC.; LEO BOOKMAN, GERTHIDE BOOKMAN, AGOSTINO A. BODI, JEAN BODI, SALLY COHEN, and JUDITH COHEN as Directors for APPLE GREEN CONDOMINIUM APARTMENT, INC. II; ALBERT INFANTE as President of APPLE GREEN CONDOMINIUM UNIT OWNERS PROTECTIVE ASSOCIATION; SAL ALBANESE as Vice President of APPLE GREEN CONDOMINIUM UNIT OWNERS PROTECTIVE ASSOCIATION; BETTY INFANTE, LENA ALBANESE, NICHOLAS D'IORIO, MARY D'IORIO, and MILTON MAINAN as members of APPLE GREEN CONDOMINIUM UNIT OWNERS PROTECTIVE ASSOCIATION; and _____ as President of SELIGMAN OF FLORIDA, INC., a Florida Corporation, to me well known to be the individuals described in and they acknowledged before me that they executed such instrument as such officers and/or directors of said corporations, and that the seals affixed thereto are the Corporate Seals of said corporations and were affixed thereto by due and regular corporate authority, and that said instrument is the free act and deed of said corporations for the purposes therein expressed.

WITNESS my hand and official seal at the State and County of Broward this 17 day of November, 1978.

Oliver J. Fishman
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires. Notary Public, State of Florida at Large
My Commission Expires Sept. 11, 1982
Printed By American Ink & Creativity Company

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

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