

Prepared by &
Record and Return to:
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SUITE 150
BOCA RATON, FLORIDA 33432

TAX FOLIO #'S 4842-36-01-2080
4842-36-01-2091
4842-36-01-2100

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR
ATLANTIC URBAN VILLAGE

THIS DECLARATION, made this 14TH day of MARCH, 2005, by **MIDTOWN COURT, LLC**, a Florida limited liability company, whose post office address is P. O. Box 4110, Boca Raton, FL 33429-4110, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the following described property, situate, lying and being in Broward County, Florida, to-wit:

Lots 1, 2, 3, 4, 5, 6 and the North 15.00 feet of Lots 7 and 8, all in Block 16, PINEHURST, according to the Plat thereof, as recorded in Plat Book 5, Page 13, of the Public Records of Broward County, Florida

(the "Property"); and

WHEREAS, Declarant intends to improve or has improved the Property with twenty-one (21) single-family townhome Units, and other improvements, in accordance with the site plan ("Site Plan") shown on Exhibit "A" attached hereto; and

WHEREAS, each townhome Unit and the portion of the Property on which it is constructed shall be conveyed as a separate, fee simple parcel; and

WHEREAS, in order to develop and maintain the residential community, and to preserve, protect, and enhance the values and amenities thereof, it is necessary to declare, commit, and subject the Property and each of the townhome Units constructed thereon to covenants, conditions, restrictions and easements and to delegate and assign to the homeowner's association identified below certain powers and duties of ownership, administration, management, operation, maintenance, and enforcement, all as set forth and provided in this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property and each of the townhome Units and other improvements upon the Property shall be held, sold and conveyed

subject to the following covenants, conditions, restrictions and easements, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in any townhome Unit constructed thereon, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I **DEFINITIONS**

1.1 "Articles" shall mean and refer to the Articles of Incorporation of **ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC.**, filed with the Secretary of State of the State of Florida, a copy of which is attached hereto as Exhibit "B".

1.2 "Association" shall mean and refer to the **ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC.** a Florida not-for-profit corporation, its successors and assigns.

1.3 "Board" shall mean and refer to the Board of Directors of the Association.

1.4 "By-Laws" shall mean and refer to the By-Laws of the Association, and any amendments thereto, a copy of which is attached hereto as Exhibit "C".

1.5 "Common Area" shall mean and refer to all property, together with the improvements thereon, owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association: (a) real property the use of which is dedicated to the Association or its Members by a recorded plat; or (b) real property committed by this Declaration to be leased or conveyed to the Association. The Common Area is for the common use and enjoyment of the Owners, subject to the rights hereunder of the Declarant and others. Declarant hereby declares the property described in Exhibit "D" attached hereto to be the initial Common Area.

1.6 "Limited Common Area" shall mean and refer to those portions of the Common Area property which are reserved for the use of a designated Unit or Units to the exclusion of other Units. The Limited Common Areas are:

(a) The air conditioning compressors and pads set at grade within the Common Area, which are reserved to the exclusive use of the Unit to which such air conditioning compressor is connected.

(b) The steps at the front entrance of a Unit, which steps are reserved to the exclusive use of the Unit

(c) The walkway leading from the public sidewalk to the Unit steps, which walkway is reserved to the exclusive use of the Unit. Provided however, the walkway serving Unit 2308, Unit 2310 and Unit 2312 shall be a Limited Common Area reserved to the shared, exclusive use of Unit 2308, Unit 2310 and Unit 2312.

(d) The private yards described in the Sketch and Descriptions attached hereto as Exhibit "E." The Sketch and Descriptions designate the Unit to which the exclusive use of the private yard is reserved.

1.7 "Common Expenses" shall mean and refer to the expenses of the Association for which an Owner may be assessed, which if not paid, can result in a lien against the Owner's Unit.

1.8 "Community" shall mean and refer to all the property comprising the ATLANTIC URBAN VILLAGE development that is subject to this Declaration.

1.9 "Declarant" shall mean and refer to MIDTOWN COURT, LLC, a Florida limited liability company, its successors and/or assigns.

1.10 "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions and Easements for ATLANTIC URBAN VILLAGE, and any amendments hereto.

1.11 "Institutional Mortgagee or Institutional Lender" means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a Lender generally recognized in the community as an institutional Lender. Any Institutional Mortgagee holding a mortgage on a Unit may request that it be placed on a Roster of Institutional Mortgagees which Roster shall be maintained by the Association.

1.12 "Member" shall mean every Owner that is a member of the Association.

1.13 "Owner" shall mean and refer to the record owner of legal title to a Unit.

1.14 "Unit" shall mean and refer to any one of the twenty-one (21) townhome parcels located within the Community that is capable of separate conveyance, together with the townhome and other improvements constructed thereon. The twenty-one (21) townhome parcels are individually described on the Surveys attached hereto as Exhibit "F."

1.15 "Vehicle" shall mean and refer to any private, non-commercial automobile, van, truck, sports utility vehicle, motorcycle, bicycle, boat and/or boat trailer, whether owned or leased, by an Owner or Member and/or that Owner or Member's agents or immediate family members and their permitted tenants, guests or invitees.

1.16 "Building or Buildings" shall mean and refer to one or more of the four (4) structures in which the Units are located.

1.17 "Insurance Trustee" is defined at paragraph 10.4.

ARTICLE II **COMMON AREA**

The Association shall own and maintain the Common Area property for the benefit of all Members and, when necessary, improve, convey, or lease the Common Area property.

2.1 Title. The Common Area property will be owned by the Association for the benefit of all Owners.

(a) Conveyance. The Association is authorized to buy or lease real or personal property to be added to the Common Area property. After termination of the Class B Membership, the Association may sell or lease any part of the Common Area property.

(b) Dedication. If the county or municipal government requests that the Association convey title to or dedicate the Common Area property or any portion thereof to the public, the Association will be authorized to make such conveyance or dedication, but only with the approval of the Members. Upon such dedication, all obligations of the Association regarding the Common Area property so dedicated will cease except for requirements imposed by the county or municipal government as a condition of the dedication.

2.2 Maintenance. As more particularly set forth in Article VI, below, and in the Bylaws, the Association will be responsible for the management, control, and improvement of the Common Area property and must keep the same attractive, clean, and in good repair in accordance with this Declaration and applicable governmental regulations.

2.3 Capital Improvements. The Association may make capital improvements to the Common Area property and may modify the uses of the Common Area property.

2.4 Damage or Destruction of Common Area by an Owner or Member. If any Owner or Member, or any guest, tenant, licensee, agent, employee, family member, or pet of an Owner or Member damages any of the Common Area property as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair will be the responsibility of that Owner or Member and will become a Unit assessment payable by the responsible Owner or Member.

2.5 Compliance with Laws. The Common Area property may be used and must be maintained in accordance with all applicable laws, ordinances, and regulations.

2.6 Rules for Use of the Common Area. Members will have the right to use the Common Area property only in accordance with the terms of the rules ("Rules") promulgated and revised from time to time by the Association. The Rules may restrict the time of use, provide for the reservation of certain recreation facilities, provide limitations on use of the Common Area property by a Member's guests and lessees, and provide for the imposition of a fee or charge for use of certain facilities, provided such fee or charge is uniformly assessed. No Member will be entitled to any rebate or reduction in such Member's Assessments on account of any such restrictions imposed on the Member's use of the Common Area property. The Rules will be kept at the offices of the Association and copies will be made available without charge to any Member requesting the same.

ARTICLE III
GRANT AND RESERVATION OF EASEMENTS

3.1 Vehicular and Pedestrian Ingress and Egress Easements. A nonexclusive easement for vehicular ingress and egress to and from N.E. 2nd Street is hereby declared, granted and established over and across the driveways and aisle ways of the Community designed for vehicular ingress and egress as shown on the Site Plan. A nonexclusive easement for pedestrian ingress and egress to and from NE 2nd Street; NE 23rd Avenue and NE 24th Avenue is hereby declared, granted and established over and across the walkways, sidewalk, and paths designed for pedestrian ingress and egress as shown on the Site Plan.

3.2 Easements for Utilities. Etc. There are hereby reserved and granted unto Declarant, so long as Declarant owns any Unit described herein, and unto the individual Owners, blanket reciprocal easements upon, across, over, and under the Units and/or the Common Area for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including without limitation, water, sewer, meter boxes, telephone, gas, electric, and cable TV serving the Units. The Declarant reserves the right to modify existing easements or to grant additional easements for all necessary utilities serving the Units and/or the Common Area upon and across the Community to any governmental, public or quasi-public agency or authority or utility or to the Association. This right to modify existing easements and to grant additional easements shall be that of the Declarant and shall not require the consent or joinder of any Member or of the Association, so long as the Declarant maintains any interest in any Unit, and thereafter said rights shall be vested solely in the Board of Directors of the Association.

3.3 Common Area Easement of Enjoyment. Every Owner has a right and easement of enjoyment in and to the Common Area property and improvements thereon, subject to the restrictions imposed in this Declaration or in the Rules. This easement will be appurtenant to and shall pass with title to every Unit. Any Owner, subject to the provisions of this Declaration, the Articles, the Bylaws, and the Rules, may delegate the Owner's right to enjoyment of the Common Property to the Owner's family, tenants, and guests.

3.4 Existing Easements. Nothing contained in this Declaration shall be deemed to affect any existing easements, including, but not limited to, easements for utilities, drainage, ingress and egress, or reservations which have been placed of record prior to the recording hereof.

3.5 Easement of Encroachment. There shall be reciprocal appurtenant easements of encroachment between each Unit and the adjacent Unit due to the unwillful placement or settling or shifting of the townhome Units or other improvements constructed on the Unit parcel. Provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

3.6 Right of Association to Enter Units. There shall be an easement in favor of the Association to enter upon the Unit(s) for the purpose of fulfilling its duties and responsibilities of ownership, administration, maintenance and repair.

3.7 Future Dedications. The Declarant reserves the right to dedicate, grant or convey any portion of the Community owned by it, or any easement therein, to any governmental or quasi-governmental agency, or private or public utility company, subject to acceptance of same, free of this Declaration, whereupon the Association shall execute such documents as will be necessary to effectuate such dedication. This right of the Declarant shall terminate when the Declarant no longer owns any interest in any Unit, and thereafter the right shall be solely vested in the Association.

ARTICLE IV **PARTY WALLS**

4.1 General Rules of Law to Apply. Any wall which is built as a part of the original construction of a townhome Unit or other improvement and placed on the dividing line between two or more Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

4.2 Maintenance. The Owner shall maintain the surface of the Party Wall in the Owner's Unit.

4.3 Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligence or willful act causes the party wall to be exposed to the elements. shall bear the whole cost of furnishing the necessary protection against such elements.

4.4 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

4.5 Easements for Party Walls. All party walls shall be subject to easements or encroachments, which now exist or hereafter exist; said encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

ARTICLE V **THE ASSOCIATION**

5.1 General. The Association has been organized to the extent set forth in this Declaration, to, among other things, preserve the beauty and value of all property within the Community, to own Common Area property, and to perform such duties and services as provided for in the Articles and Bylaws of the Association or in this Declaration. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation, and the Bylaws.

5.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit shall be a Member of the Association.

5.3 Classes of Membership. Membership in the Association will be divided into two classes as follows:

(a) Class A members will be all Owners (other than Declarant, as long as Class B membership exists) owning Units.

(b) The Class B member will be the Declarant.

Class A memberships will be appurtenant to ownership of a Unit and may not be separated from such ownership. Class B membership will not be so appurtenant, but will remain with Declarant or its assigns as herein provided regardless of the conveyance of Units to others. The Class B membership will terminate upon the earlier of (i) the termination of the Class B membership by Declarant in written notice to the Association, or (ii) such time when Declarant and all entities controlled by Declarant own none of the Units or Common Area.

5.4 Voting Right's. Until Class B membership is terminated, the Class B member shall have sole voting rights in the Association and the Class A members will have no voting rights except as provided in the Articles and Bylaws. No notice of any meeting of the Association will be required to be given to the Class A members until the termination of the Class B membership. After termination of the Class B membership, each Class A member will have full voting rights on all matters to come before the Association as provided in the Articles and Bylaws. Class A members shall be entitled to one vote for each Unit owned. Where there is more than one owner of a Unit, all such Owners shall be Members. The vote for such Unit shall be exercised as said Owners determine, but in no event shall more than one vote be cast with respect to any one Unit.

5.5 Transition of Association Control. Notwithstanding anything to the contrary contained in this Article V, the Members, other than the Declarant, shall be entitled to elect at least a majority of the members of the Board, but not sooner than three (3) months after all of the Units have been conveyed to Members other than Declarant. If Declarant relinquished control of the Association at an earlier date, Declarant (i) shall be entitled to elect at least one member of the Board as long as Declarant holds for sale in the ordinary course of business at least one (1) Unit, and (ii) may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board.

ARTICLE VI MAINTENANCE OBLIGATIONS

6.1 By the Association. The Association shall be responsible for the performance of and the expenses for the following:

- (a) Administration, operation and management of the Association, including without limitation, the expense of prosecuting or defending any lawful charge for or against the Association and any expense of, charge to or assessment by the Association as provided for in this Declaration, the Articles of Incorporation or the Bylaws.
- (b) Taxes and/or insurance upon, and maintenance, repair, and replacement of Common Area property and improvements located thereon.
- (c) Maintenance, cleaning, and painting the exterior, finished walls and roof coverings of each of the Buildings in which any Unit is located.
- (d) Maintenance, repair and replacement of the structural elements of the Buildings.
- (e) Insurance on the Buildings including, without limitation, the insurance described in Article X.
- (f) Maintenance, repair, and replacement of lawns, irrigation and sprinkler systems.
- (g) Maintenance, repair and replacement of the vehicular ingress and egress driveways and aisle ways including all striping and signs.
- (h) Maintenance, repair and replacement of the swimming pool and other Common Area improvements and facilities.
- (i) Maintenance, repair and replacement of the public sidewalks (to the extent required by the City of Pompano Beach) and the pedestrian ingress and egress sidewalks, walkways and paths.
- (j) Maintenance, repair and replacement of the fences.
- (k) Proviso. The Association shall not be responsible for the performance of or the expenses of the maintenance, repair and replacement of the foregoing, if resulting from damage caused by the willful or negligent act or failure to act on the part of an Owner or said Owner's tenant, guest, licensee or invitee. The Association may, however, in its sole discretion, cause such damage to be repaired, and may assess the individual Owner for the expense of the repair.

Notwithstanding the above responsibilities of the Association, the Association shall not be liable to an Owner for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

Except as set forth in 6.1(k) above, the expenses of performing the Association's obligations and duties outlined above are Common Expenses, and shall be assessed to the Members of the Association as hereinafter provided.

6.2 By the Owner. Each Owner shall be responsible for the performance of and the expenses of the following:

- (a) Maintenance, repair, and replacement of: (1) the Unit interior; and, (ii) the exterior doors, windows, window awnings, and storm shutters of the Unit.
- (b) All utility services serving a Unit, under a separate meter or account to that Unit, including without limitation, electricity, gas, water, sewer, bulk rate cable TV and/or antenna, and telephone.
- (c) All air conditioning equipment servicing the Unit.
- (d) Interior pest control. Proviso: In the event and at any time a Florida licensed exterminating company shall determine that there is active or live termite or wood-destroying organisms present in one or more of the Units located in a single Building, the entire Building shall be treated to eradicate such infestation and each Owner shall bear its proportionate share of the cost of said treatment. Fumigation of an entire Building shall not be required, however, in the event the exterminating company, after inspecting all Units within the Building, determines (a) that active infestation is wholly confined to only a single Unit and (b) that treatment of only the affected Unit in the Building will successfully eradicate the infestation found therein, in which case, the Owner of the Unit so affected shall alone bear the cost of treatment.

6.3 Owner's Failure to Maintain. In the event an Owner shall fail to maintain his or her Unit in the manner provided above, and shall continue to fail to do so for a period of ten (10) days after a written request by the Association to so maintain such Unit, the Association shall have the right, but not the duty, to enter upon such Unit and perform any maintenance or act which should have been performed by the Owner or and deemed necessary by the Association. Any expense incurred by the Association in connection with such performance shall be immediately due and owing from the Owner and shall constitute an Assessment against the Unit on which the maintenance was performed, collectible in a lump sum and secured by a lien against the Unit as provided in paragraph 7.6(c) below.

ARTICLE V11

ASSOCIATION EXPENSES ASSESSMENTS. AND LIENS

7.1 Creation of Lien and Personal Obligation for Assessments. All assessments provided for in this Article VII (the "Assessments"), together with interest and costs of collection, including reasonable attorney fees, when delinquent, will be a charge on the land and will be a continuing lien on the Unit against which the Assessments are made, and also will be the personal obligation of the person or entity who was the Owner of such Unit when the Assessments were levied. Except as otherwise provided in this Declaration, each Unit will be responsible for its proportionate share of all Assessments. There are thirteen (13) Units in the Community containing 1,826 square feet each and eight (8) Units containing of 2,579 square feet each, for a total square footage of all of the Units taken together equal to 44,370 square feet. An

Owner's proportionate share of any Assessment provided under this Declaration shall be calculated on the basis of the following percentage shares which represents the fraction, the numerator of which is the square footage of the Owner's Unit and the denominator of which is 44,370, the total square footage of all of the Units taken together, and then rounded to provide percentages:

<u>UNITS.</u>	<u>PERCENTAGE.</u>
#33, 35, 37, 34, 36, 38, 2302, 2304	5.8125% x 8 = 46.5000%
#29, 31, 39, 41, 30, 32, 40, 42, 2300, 2306 2308, 2310, 2312	4.1150% x 13 = <u>53.4950%</u> Total <u>99.9950%</u>

When an Assessment is spread to less than all the Units, an Owner's proportionate share of any such Assessment shall be calculated on the basis of percentage shares which represents the fraction, the numerator of which is the square footage of the Owner's Unit and the denominator of which is the total square footage of all of the Units so assessed, and then rounded to provide percentages.

Each Owner, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or other transfer document, is deemed to covenant and agree to pay to the Association the Assessments established or described in this Article. No diminution or abatement of any Assessments will be allowed by reason of any alleged failure of the Association to perform some function required of it, or by reason of any alleged negligent or wrongful acts of the Association or their officers, agents, and employees; the obligation to pay assessments is a separate and independent covenant by each Owner. Written notice of the Annual Assessment and of Special Assessments shall be sent to the Owner of each Unit by the Association.

7.2 Annual General Assessments. Except as otherwise provided herein, each Unit is subject to Annual General Assessments by the Association for the Common Expenses described in paragraph 6.1 above and for such other expenses incurred by the Association in connection with the performance of its duties and obligations set forth in this Declaration. Each of such Annual General Assessments will be assessed for and will cover a calendar year. Except as further described in this provision, the Board by a majority vote will set the Annual General Assessments in an amount sufficient to meet the Association's obligations. The Board will set the date or dates that Assessments shall become due. Assessments will be collected monthly, provided however, the Board may provide for collection of Assessments in quarterly, semi-annual, or annual installments; provided however, that upon default in the payment of any one or more such installments, the entire balance of the Assessment may be accelerated at the option of the Board and be declared due and payable in full. The Annual General Assessment provided for herein will commence on the first day of the month next following the date of conveyance of the first Unit to an Owner other than Declarant.

7.3 Special Assessments. In addition to the Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment applicable to that year and not more than the next four (4) succeeding years for the purpose of (i) funding any shortfall in the amount collected in the Annual General Assessments, or (ii) defraying the cost, in whole or in part, of any construction, reconstruction, repair, or replacement of a capital improvement, provided, however, that prior to becoming effective, any Special Assessment shall first be approved by majority of the voting members of the Association who vote in person or by proxy at a meeting duly called for this purpose.

7.4 Declarant Not Obligated for Assessments. Units owned by Declarant will be exempt from all Assessments, provided that Declarant funds any deficit in operating expenses (exclusive of reserves). Declarant may, at any time, from time to time, commence paying such Assessments as to Units that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association, or at any time, and from time to time, elect again to fund deficits as aforesaid. When all Units are sold and conveyed to Owners other than Declarant, Declarant shall not have further liability of any kind to the Association for the payment of assessments or deficits.

7.5 Assessments on Account of Real Property Taxes. In the event the county tax assessor assesses more than one Unit as a single, taxable parcel, the Association may, but will not be obligated to, pay the real property taxes for said taxed Unit, whereupon each Unit comprising the taxed parcel will be assessed an amount equal to a sum determined by dividing the taxes assessed on the taxed parcel by the number of Units comprising the taxed Units. Such Assessment shall be paid by the Owner of each Unit to the Association no later than seven (7) days after evidence of payment of the taxes is sent to each affected Owner. If the Assessment is not so paid, the defaulting Owner shall pay interest on the amount due at the then highest lawful rate until paid. Failure of an Owner to pay the Assessment will be deemed for enforcement purposes as a failure to pay any other Assessment permitted by this Declaration.

7.6 Effect of Nonpayment of Assessment; Remedies of the Association.

(a) Interest. Any Assessments not paid within ten (10) days after the due date shall bear interest at the highest lawful rate from the original due date.

(b) Late Payment Penalty. In addition to its other remedies provided herein for nonpayment of Assessments, the Association may impose a late charge, in an amount to be set by the Board, for Assessments not received by the Association by the tenth (10th) day of the Month in which the Assessment is due.

(c) Lien. All Assessments against any Unit pursuant to this Declaration, together with such interest thereon, late payment penalty, and cost of collection thereof (including reasonable attorneys' fees, whether suit is filed or not, and in all trial, appellate and post-judgment proceedings), shall become a lien on the Unit effective upon recording a Claim of Lien against such Unit by the Association. The Association may bring an action against the Owner personally obligated to pay the same, foreclose the lien against the Unit, or both. Costs and reasonable attorneys' fees (in all trial appellate and post

judgment proceedings) incurred in any such action shall be awarded to the prevailing party. The lien provided for in this paragraph shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Unit foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

(d) Owner's Obligations. Each Owner, by acquisition of an interest in a Unit, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt, and to enforce the aforesaid by all methods available for the enforcement of such liens, including a foreclosure action brought in the name of the Association in like manner as a mortgage foreclosure action, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for these Assessments by abandoning the Owner's Unit.

(e) Subordination of Lien to Mortgages. The lien of the Association provided for herein shall be inferior and subordinate to the lien of a mortgage held by either an Institutional Mortgagee or a bona fide private mortgagee in an arm's length transaction now or hereafter placed on any Unit subject to assessment as long as such mortgage lien is recorded before any Claim of Lien filed by the Association. Sale or transfer of any Unit shall not affect the assessment lien; however, the sale or transfer of any Unit pursuant to foreclosure of such mortgage to an Institutional Mortgagee or private mortgagee shall extinguish the lien of such Assessment as to payments that become due before such sale or transfer. Such unpaid share of Assessments shall, however, be deemed to be a Common Expense, collectible from all Owners, including the transferee, and transferee's grantees, heirs, successors and assigns, of such Institutional Mortgagee or private mortgagee, as transferor.

7.7 Certificate of Payment. The Treasurer of the Association, or other officer designated by the Board, upon demand by any Owner liable for Assessments, shall furnish to such Owner within a reasonable period of time from the receipt of the owner's written request a certificate in writing signed by such Treasurer setting forth whether the Assessments against that Owner's Unit have been paid in full to date.

7.8 Funds Held by Association. All sums collected by the Association from Assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board. Such funds may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions and all interest accruing thereon shall be the property of the Association.

7.9 Budget. The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray anticipated expenses and to provide and maintain funds to cover current expenses and to fund reserves.

ARTICLE VIII
USE RESTRICTIONS AND COVENANTS

8.1 Residential Use only. No Unit shall be used for any purpose other than as a single-family residence. No commercial activity, trade or business shall be conducted in or upon any Unit, except as may be permitted by local ordinance and approved by the Association.

8.2 No Other Structure(s) on Units. No outbuilding, portable building, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Unit for storage or otherwise without the prior written consent of the Association.

8.3 Architectural/Landscape Control. No building, fence, wall, or other structure or improvement (including landscaping, trees, shrubs, vegetation and ground cover) shall be commenced, removed, altered, painted, erected or maintained in the Community, nor shall any addition, change or alteration visible from the exterior of Units be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of any Unit until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Association. The Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations, additions or use contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Community as a whole.

In the event the Association fails to approve or disapprove the plans and specifications submitted to it within thirty (30) days after receipt of the same, the Board's approval will not be required and this paragraph will be deemed to have been complied with fully.

8.4 Trash Facilities. No garbage, trash, or refuse shall be deposited, dumped, or kept on any portion of any Unit except in closed containers, recycle bins, or other similar sanitary receptacles approved by the City of Pompano Beach or Broward County, Florida. Except on assigned collection days, all such containers shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate on the grounds of a Unit. Each Owner is responsible for the maintenance and care of his or her Unit's trash receptacle and shall bear all costs of rubbish removal. All receptacles must be stored within the closed in perimeter of the Unit.

8.5 Vehicles and Parking. Any Vehicle may be parked only within a Unit's garage or in a parking space. No parking is permitted on the driveways and aisle ways dedicated to vehicular ingress and egress. This restriction shall not prohibit the temporary (*i.e.*, defined as 24 hours or less) parking of commercial vehicles making deliveries, or while used in connection with providing services to any Unit. Any vehicle parked in violation of these or other restrictions contained in this Declaration or in the rules and regulations may be towed by the Association at the sole expense of the Owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle, except if blocking access, in which case said vehicle may be towed immediately. Each Owner and Member shall be responsible for any Vehicle owned, leased or operated by any of such Owner's or Member's family members, guests, agents, employees or invitees.

8.6 Garages. Garages must remain at all times available for their intended purpose for vehicular storage and in no event may a garage be enclosed or converted into living or other space.

8.7 Antennas. Satellite dishes, antennae, and aerials attached to the exterior of any Unit are to be affixed in the least visually obtrusive manner reasonably practical.

8.8 Animals and Pets. No pet or pets, including all types of animals such as dogs, cats, birds, or reptiles, shall be kept or harbored on or within any Unit unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association, in its sole discretion, deems to be in the best interest of the Community as a whole. The granting of such permission in one instance shall not be deemed to constitute a blanket permission or permission in any other instance (even in similar situations), it being expressly understood and agreed that any grant of permission in each instance shall be in the sole discretion of the Association. No such approved pet or pets shall be allowed to otherwise cause a nuisance or annoyance to any other Owners, in which case, the Association may require any such pet or pets be immediately and permanently removed notwithstanding the Association's prior approval of said pet or pets. The Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any bird, pet, reptile or animal on or about the Community.

8.9 Nuisance. No nuisance shall be allowed upon any Unit or the Common Area nor any use or practice that is a source of annoyance to or interferes with the peaceful possession and enjoyment of the Owners, the Members, or their tenants, guests, and invitees.

8.10 Signs. No signs of any kind shall be permitted to be displayed on any portion of a Unit or the Common Area, including but not limited to Unit exteriors and windows, fences, perimeter walls, except signs placed by the Declarant or Declarant's agent.

8.11 Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of any Unit or Common Area improvement, and all laws, zoning ordinances, and regulations of all controlling governmental agencies and bodies shall be strictly observed.

8.12 Rules and Regulations. Reasonable rules and regulations concerning the use of the Common Area and improvements thereon may be made and amended from time to time by the Association in the manner provided for in its Articles and Bylaws. Copies of such rules and regulations and all amendments thereto shall be furnished by the Association to all Owners and Members upon request.

8.13 No Waiver. In the event the Declarant, the Association, or any other person having authority to do so, grants any Owner or Member permission to deviate from these restrictions, or grants any approval its provided therein, or fails to enforce any violation of these restrictions, such action or inaction shall not be deemed to prohibit the Declarant, the Association, the Board, or any other person having the right to enforce these restrictions from

insisting upon strict compliance with respect to all other Owners or Members; nor shall any such actions be deemed a waiver of any of the restrictions contained herein, as the same may be applied in the future.

8.14 Construction and Sale of Units. Notwithstanding anything contained herein to the contrary, the restrictions contained in this Article shall not be deemed to prohibit or restrict the Declarant from participating in those activities associated with the development of the Property or the sale of Units to the public.

8.15 Leases. No portion of a Unit, other than the entire Unit, may be rented. Any lease of a Unit must have the prior written approval of the Association. In the event, however, the Association either neglects or fails to approve or disapprove a lease submitted to it within fifteen (15) days after receipt of the same for approval, the Association's approval will not be required and said lease shall be deemed approved. All lease agreements shall contain the provision that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, or the Rules and Regulations governing the Property. No lease shall be approved for a term of less than six (6) months. Use of Units is restricted to single-family occupancy, *i.e.* Units are not to be used as "Hotel" rooms. Owners, Members and Tenants must disclose the names of all persons who, during the term of any lease, will be residing in the Unit. Owners and Members shall be jointly and severally liable with their tenant(s) to the Association for any expense for repairs to pay any claims for injury or damage caused by the willful act or negligence of a tenant. The provisions of this paragraph shall not be deemed to prohibit or restrict leasing of Units owned by the Declarant.

ARTICLE IX **GENERAL PROVISIONS**

9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of the Declarant, the Association, Owners, Members and their respective legal representatives, heirs, successors, and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless at least one (1) year before the termination of such 50-year term or each or each 10-year extension, as the case may be, there is recorded in the Public Records of Broward County, Florida, an instrument agreeing to terminate this Declaration signed by a majority of all Owners and Institutional Mortgagees, upon which event this Declaration shall be terminated on the expiration of the 50-year term or the 10-year extension during which such instrument was recorded.

9.2 Compliance and Enforcement.

(a) Compliance. The Association and every Owner, Member and that Owner's or Member's tenants, guests, and invitees shall be governed by, and shall comply with this Declaration, the Articles and Bylaws of the Association, and all rules and regulations which from time to time may be adopted by the Board (the "Governing Documents").

(b) Enforcement. Actions at law or in equity, or both, to redress any alleged failure or refusal to comply with any of the Governing Documents may be brought by the Declarant, the Association, by any Owner or Member, or by any Institutional Mortgagee against (i) the Association; (ii) any Owner and/or Member; or (iii) any director or officer of the Association who willfully and knowingly fails to comply with the Governing Documents; and (iv) any tenants, guests, or invitees occupying a Unit.

(c) Fines. In addition to all other remedies, in the sole discretion of the Board, the Association may levy reasonable fines, as provided for in the By-Laws, against any Owner/Member or Owner's/Member's tenant, guest, or invitee, for violation of any of the provisions contained in either this Declaration, the Articles, the By-Laws or the rules and regulations adopted by the Association. Any such fine may not be imposed, however, without notice of at least fourteen (14) days to the person or entity sought to be fined and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. The foregoing requirement of committee prior approval of proposed fines does not apply to the imposition of fines or late payment penalties upon any Owner because of the failure of the Owner to pay assessments or other charges when due.

(d) No Waiver. The failure by any party to enforce any provision contained in the Governing Documents shall in no event be deemed a waiver of such provision or of the right of such party to thereafter enforce such provision.

(e) Attorneys' Fees. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs in all trial, appellate, and post-judgment proceedings.

9.3 Amendment. This Declaration may be amended by the Declarant alone at any time prior to the conveyance of the first Unit. The Declaration may be amended by the Declarant alone after the date of conveyance of the first Unit provided only that (i) the Declarant owns one or more Units; (ii) Declarant has not relinquished control of the Association; and (iii) in the reasonable opinion of the Declarant, such amendment has no material adverse effect upon either the Units already conveyed by Declarant prior to such amendment or any property right of the Owners of such prior conveyed Units. After Declarant relinquishes control of the Association, the Declaration may be amended only by approval of a majority vote of the Members. Any such amendment shall be certified by the President and Secretary of the Association and recorded in the Public Records of Broward County, Florida. The provisions of this Declaration that are for the benefit of Institutional Mortgagees may not be amended without the consent of such Institutional Mortgagees. Notwithstanding anything contained in the Declaration to the contrary, any amendment to the Declaration, Articles of Incorporation or Bylaws of the Association, requires the express written consent of the Declarant's First Mortgagee, its successors and/or assigns.

9.4 Liability. The Declarant, or the Association, or their assigns or nominees shall not in any manner be held liable or responsible, either directly or indirectly, for any violation or this Declaration.

9.5 Assignment of Declarant's Rights. The rights of the Declarant under this Declaration, the Articles of Incorporation, the Bylaws, may be assigned any number of times, in whole or in part, on the exclusive or non-exclusive basis by written instruments recorded in the Public Records of Broward County, Florida. Notwithstanding anything contained in the Declaration to the contrary, so long as Declarant's First Mortgagee, if any, holds a mortgage to any portion of the Property, the assignment of Declarant's rights, in whole or in part, on an exclusive or nonexclusive basis, requires the express written consent of the Declarant's First Mortgagee. In any event, any subsequent Declarant shall not be liable for any defaults or obligations incurred by any prior Declarant except in the event Declarant expressly assumes such defaults or obligations, in writing, signed by the Declarant.

9.6 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

9.7 Context. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

9.8 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

ARTICLE X INSURANCE

The insurance other than title insurance which shall be carried upon the Buildings, Common Area Property and the Units shall be governed by the following provisions:

10.1 Purchase, Custody and Payment of Policies.

(a) Purchase. All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida.

(b) Approval By Institutional Lenders. Each Institutional Lender will have the right upon reasonable notice to the Association to review and approve, which approval shall not be unreasonably withheld, the form, content, insurer, limits, and coverage of all insurance purchased by the Association, and the Insurance Trustee (as defined in paragraph 10.4), and to require the Association to purchase insurance or to obtain an Insurance Trustee complying with the reasonable and customary requirements of the Institutional Lender. If the Association fails to pay insurance premiums when due, or fails to comply with the insurance requirements of this Declaration, any Institutional Lender shall have the right to order insurance policies complying

with this Declaration and to advance any sums required to maintain or procure such insurance, and will then be subrogated to the assessment and lien rights of the Association for the payment of such sums as a Common Expense. In the event of a conflict between Institutional Lenders, the decision of the Institutional Lender holding mortgages encumbering Units which secure the largest aggregate indebtedness shall control.

(c) Named Insured. The named insured on all policies purchased by the Association shall be the Association, individually and as agent for the Owners covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments in excess of \$25,000.00 for losses made by the insurer on account of casualty to any portion of the Buildings and Common Area Property shall be paid to the Insurance Trustee, and copies of all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

(e) Copies to Owners or Institutional Lenders. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the Association to an Owner or Institutional Lender upon request.

(f) Termination of Insurance. All insurance policies purchased by the Association shall provide that they may not be canceled or substantially modified without at least 10 days prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policy.

(g) Personal Property and Liability. Owners may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage, and for improvements made to their Unit.

10.2 Coverage.

(a) Casualty. The Buildings and Common Area Property, are to be insured pursuant to a "blanket" or "master" type casualty insurance policy containing a replacement cost or similar endorsement in an amount equal to 100% of the then current replacement cost (excluding foundation, excavating costs, and other items normally excluded from coverage) as determined by the Association's casualty insurance company. The deductible amount under the casualty policy shall not exceed \$5,000.00 or such greater amount as is approved by the Owners. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(2) Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

(3) The casualty insurance policy shall cover, among other things, all Common Area Property, Limited Common Area Property, and all of the Buildings including, but not limited to, partition or party walls, doors, windows and stairways. The casualty insurance policy shall not include Unit floor coverings, wall coverings or ceiling coverings, and does not include the following equipment if it is located within a Unit and the Owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters or built-in cabinets.

(b) Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Common Area Property, Limited Common Property, and all of the Buildings or adjoining driveways and walkways, or any work, matters or things related to the Common Area Property, Limited Common Property, and all of the Buildings or this Declaration and its exhibits, with such coverage as shall be required by the Association, but with a combined single limit liability of not less than \$1,000,000.00 for bodily injury, death, or property damage, arising out of a single occurrence, and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

(c) Directors and Officers Liability Coverage. The Association may obtain and keep in force policies of directors and officers liability coverage in an amount as the Association shall determine from time to time to be desirable.

(d) Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. As used in this paragraph, the term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time.

(e) Flood Insurance, Worker's Compensation Insurance, Other Insurance. The Association may obtain and keep in force policies providing for flood insurance, worker's compensation and other insurances as the Association shall determine from time to time to be desirable, or as may be required by law, or as may reasonably be required by an Institutional Lender pursuant to paragraph 10.1(b), and as is customarily obtained with respect to fee simple townhome buildings similar in construction, location, and use to this Community, such as, where applicable, contractual and all-written contract insurance, employers' liability insurance, and comprehensive automobile liability insurance.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Owners individually and as a group, (ii) any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more Directors of the Association or by one or more Owners; and shall provide that such policies may not be canceled or substantially modified (except for increases in coverage for limits of liability) without at least 10 days prior

written notice to the Association and to the holder of a first mortgage encumbering any Unit in the Buildings which is listed as a scheduled holder of a first mortgage in the insurance policy.

(f) Waiver. If the insurance premiums for any insurance purchased by the Association become unreasonably high in the Board's opinion, the Board may purchase insurance with lesser coverage than specified above, or may elect not to purchase any insurance other than casualty or liability insurance. However, any reduction in the coverage of casualty or liability insurance below that specified above must be approved by 2/3 of the Owners, and must also be approved by the Institutional Lender holding mortgages encumbering Units which secure the largest aggregate indebtedness, and in any event the Association must purchase any insurance required by Chapter 720, Florida Statutes.

10.3 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.4 Insurance Trustee.

(a) In General. All casualty insurance policies purchased by the Association shall provide that all proceeds in excess of \$25,000 covering casualty losses shall be paid to any national or state bank whose deposits are insured by the F.D.I.C. or by the federal or state government, trust company, or other independent financial institution in the vicinity of the Community with trust powers as may be designated by the Association, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Owners and their respective mortgagees in the following shares, which shares need not be set forth in the records of the Insurance Trustee.

(b) Buildings. Proceeds on account of damage to the Buildings shall be held in the following undivided shares:

(1) As to any damaged Units which are to be repaired and restored, the proceeds on account of damage to such Units shall be held for the owners of such Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

(2) As to damaged Units which are not to be repaired and restored as elsewhere provided, the proceeds on account of damage to such Units shall be held for the Owners of all such Units, each Owner's share being in proportion to the amount of such proceeds to be paid to the Owner as hereafter set forth.

(3) In the event a mortgage encumbers a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear. However, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance

proceeds except distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

(c) Common and Limited Common Area Property. Proceeds on account of damage to Common and Limited Common Area Property shall be held on behalf of the Association.

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

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefore.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to 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 such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the Building and/or Unit for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed 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 such mortgagee.

(d) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by the President and Secretary as to the names of the Unit Owners and mortgagees together with their respective shares of the distribution.

(e) Limitation on Use of Proceeds. In no event may any casualty insurance proceeds for losses to any Building, Common or Limited Common Area Property be used for other than expenses of the Insurance Trustee or for the repair, replacement or reconstruction of such Building, Common or Limited Common Area Property, without the approval of at least 66 2/3% of the votes of the Unit Owners.

10.2 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for the holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Building or the Community to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

10.7 Notice of Possible Inadequate Insurance Coverage. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the

Unit Owners, the Association shall give notice of any excess exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

Article XI Reconstruction or Repair After Casualty.

11.1 Determination to reconstruct or repair. If any part of the Buildings or the Common or Limited Common Area Property is damaged or destroyed by casualty, whether or not the damage will be reconstructed or repaired shall be determined in the following manner:

(a) Common and Limited Common Area Property. If the damaged improvement is to Common and Limited Common Area Property, the damaged improvement shall be reconstructed or repaired unless members having two-thirds (2/3) of the voting interests of the Association elect not to reconstruct or repair such improvement.

(b) Buildings. In the event of damage to or destruction of the Buildings or any portions thereof, same shall be reconstructed or repaired, except as hereafter provided.

(1) If the cost of reconstructing or repairing a Building would exceed 25% of the total cost of constructing the Building as estimated by a contractor approved by the Association, then as soon as practical after the determination by the contractor of the cost of reconstruction or repair the Association shall hold a special meeting of the Unit Owners to determine whether the damage or destruction will be reconstructed and repaired. The Board may in its discretion call a meeting of the Unit Owners to determine whether to reconstruct or repair any other damage.

(2) The Building shall be reconstructed or repaired unless 2/3 of the Unit Owners within the Building affected by the damage or destruction, and a majority of all the Unit Owners in the Association, vote to not reconstruct or repair the Building and to terminate the Building from the Association, and same is approved by Institutional Lenders representing at least a majority of the votes of Units subject to first mortgages held by Institutional Lenders.

(3) If at any meeting called to determine whether to repair a Building a sufficient number of Unit Owners do not appear to vote, or the Unit Owners do not vote to not reconstruct or repair a Building, or if as a result of extensive damage or destruction to the Buildings it is impossible or impractical to hold a meeting for such purpose, the Association by vote of a majority of the directors may elect to proceed to reconstruct or repair the Buildings.

(4) Notwithstanding anything contained herein or to the contrary, if it is determined that the Building will not be reconstructed or repaired, the net proceeds of insurance resulting from such damage or destruction to the Building shall first be used to remove the Building and place the ground containing same in a neat and safe condition, and the balance shall be used and distributed in accordance with the provisions of Paragraph 11.8, below.

11.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements (subject to modifications made to comply with the requirements of any controlling governmental authority), which are on file with the City of Pompano Beach, or if not, then according to the revised plans and specifications approved by 2/3 of the Unit Owners (and their respective Institutional Lenders) of the Units to be repaired or reconstructed, and by a majority of all Units (and their respective Institutional Lenders), which approval shall not be unreasonably withheld.

11.3 Responsibility. The Association shall be responsible for all the reconstruction or repair of the Buildings, Common and Limited Common Area Property, including the fixtures, installations, and additions therein initially installed, or replacements thereof of like kind or quality or which are not more expensive to reconstruct or repair than that originally installed by the Declarant. Notwithstanding the foregoing, the Association shall not be responsible for repairing or restoring the following within any Unit, which shall be the responsibility of the Unit Owner: (i) improvements, fixtures, or installations which are not of like kind or quality, or which would be more expensive to repair or replace, than that originally installed by the Declarant, unless the Unit Owner pays any additional cost of reconstructing or repairing same to the extent such additional cost is not paid out of the proceeds of the Association's casualty insurance policy (ii) any improvements or property which are required to be excluded from coverage under the Association's casualty insurance policy, or (iii) any furniture, furnishings, or other personal property which are supplied by any Unit Owner or tenant of a Unit Owner. The Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

11.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

11.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, the Unit Owners of the affected Units shall pay any deficiency. For damage to a Building, each affected Unit Owner shall pay a portion of the deficiency equal to the proportionate cost of reconstruction and repair of their respective Units. For damage to Common and Limited Common Area Property, each Unit Owner's share of the deficiency shall be equal to the Unit Owner's share in the Common Expenses.

11.6 Deductible Provision. The Unit Owners shall be responsible for the payment of any deductible under the Association's casualty insurance policy, in the same manner as the Unit Owners are responsible for the payment of any excess costs of reconstruction and repair as set forth in Paragraph 11.5 above.

11.7 Construction Funds. The funds for payment for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance paid on account of the Association's

casualty insurance policy and funds collected by the Association from the Unit Owners shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total funds collected from the Unit Owners for payment of costs of reconstruction and repair which is the responsibility of the Association is more than Twenty-five Thousand (\$25,000.00) Dollars, then the funds shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the funds and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the funds deposited with the Insurance Trustee by the Association from collections from the Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by an Institutional Lender which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(3) Unit Owner. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, such balance shall next be distributed to owners of damaged Units that will be reconstructed or repaired who have responsibility for reconstruction and repair of their Units. The distribution shall be in the shares that the estimated cost of reconstruction and repair in each damaged Unit bears to the total of these costs in all damaged units; provided, however, that no Unit Owner shall be paid an amount in excess of the actual costs of reconstruction and repair for his Unit. If there is a mortgage upon a Unit, the distribution shall be paid to the Unit Owner and the mortgagee jointly and they may use the proceeds as they may determine.

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

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the amounts paid by Unit Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association executed by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, however, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner and further provided that when the Association or a mortgagee which is the beneficiary of any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall first be obtained by the Association for disbursements in payment of costs of reconstruction and repair.

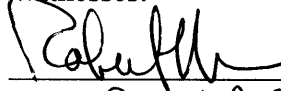
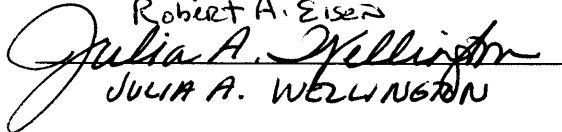
11.8 Building Terminated. If it is determined not to reconstruct or repair a Building or Buildings then the following shall apply:

(a) If no Buildings are to remain then after all the Buildings are removed and the grounds are returned to a neat and safe condition, the remaining insurance proceeds (after all expenses of the Insurance Trustee and the Association are paid and after a reasonable reserve to the Association for continued operations) shall be distributed to the Unit Owners and their mortgagees as their interests may appear, in a fair and equitable manner. The remaining real property shall be deemed owned in common of the Unit Owners in proportion to their share in Assessments. The Association shall be the agent and attorney-in-fact for the Unit Owners. The Association may sell, lease, or dedicate the remaining real property, and distribute the proceeds after all expenses to the Unit Owners in proportion to their share in Assessments. Thereafter the Association shall be dissolved.

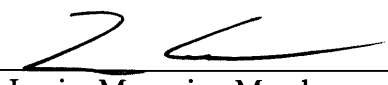
(b) If less than all the Buildings are not to be reconstructed or repaired then after all the Buildings which are not to be reconstructed or repaired are removed and the grounds on which the Building or Buildings were located are returned to a neat and safe condition, the remaining insurance proceeds (after all expenses of the Insurance Trustee and the Association are paid) shall be distributed to the Unit Owners and their mortgagees as their interests may appear, in a fair and equitable manner. Upon such payment the Unit Owners in such Buildings shall no longer be Members of the Association and the real property upon which the Buildings were located shall become Common Area Property and the Association shall continue with remaining Building and Owners.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 14TH day of MARCH, 2005.

Witnesses:


Robert A. Eisen

JULIA A. WELLINGTON

MIDTOWN COURT, LLC, a Florida
limited liability company

By: 
Zvi Levin, Managing Member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was sworn to, subscribed and acknowledged before me this 14TH day of MARCH, 2005 by Zvi Levin as Managing Member of MIDTOWN COURT, LLC, a Florida limited liability company, on behalf of the limited liability company. Zvi Levin is ☒ personally known to me or ☐ has produced _____ as identification.

[SEAL]



Julia A. Wellington
Commission # DD081989
Expires Jan. 2, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

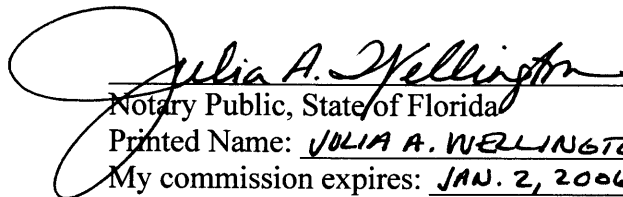

Notary Public, State of Florida
Printed Name: JULIA A. WELLINGTON
My commission expires: JAN. 2, 2006

EXHIBIT "A"
SITE PLAN

EXHIBIT "B"

**ARTICLES OF INCORPORATION
OF
ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)**

SECRET
FILED
TALLAHASSEE, FLORIDA
04 MAR 15 PM 1:43**ARTICLES OF INCORPORATION****OF****ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC.**
(A Florida Corporation Not-For-Profit)

The undersigned incorporator, for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, as amended, hereby adopts these Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation is **ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC.**, hereinafter the "Association".

ARTICLE II - ADDRESS

The initial address of the Association is P. O. Box 4110, Boca Raton, Florida 33429-4110.

ARTICLE III - PURPOSES

The purposes for which the Association is formed are to bring about civic and social improvements: (a) by providing for the preservation of the architecture and appearance of the residential townhome development known as ATLANTIC URBAN VILLAGE (the "Community") located in Broward County, Florida; and (b) by owning, operating, and maintaining the common properties within the Community which are granted and conveyed by the owner/developer, MIDTOWN COURT, LLC, a Florida limited liability company (the "Declarant") to the Association for the use and enjoyment of all members of the Association.

ARTICLE IV - DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for ATLANTIC URBAN VILLAGE (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE V - POWERS AND DUTIES

In furtherance of its purposes, the Association shall have the powers and duties, expressed or implied, existing under these Articles, the By-Laws adopted by the Association (the "Bylaws"), the Declaration, or as otherwise provided by statute or law.

ARTICLE VI - MEMBERSHIP

The members of the Association (the "Members") shall consist of each and every record owner of a townhome unit within the Community. Membership shall be appurtenant to and may not be separated from ownership of a townhome unit. Transfer of membership in the Association shall be in the manner provided by in the Bylaws.

ARTICLE VII - BOARD OF DIRECTORS

7.1 The affairs of the Association will be managed by a Board of Directors consisting of not less than three (3) Directors. The initial members of the Board of Directors shall serve until the first annual meeting of the Members. So long as Declarant shall have a right to appoint all of the Board of Directors, Directors need not be Members of the Association and need not be residents of the Community; thereafter, Directors shall be Members of the Association, except for those who are appointed by the Declarant.

7.2 The first annual meeting of the Members shall be at the call of the Declarant. At the first annual meeting of the Members, an election (or appointment, as the case may be) of the three (3) members of the Board of Directors shall be held. Election shall be in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws.

7.3 The names and addresses of the three (3) members of the first Board of Directors who shall hold office until the first annual meeting of the Members, and until their successors are elected and have qualified, are as follows:

NAMES

ADDRESSES

ZVI LEVIN

2070 N. Ocean Blvd., Unit 3
Boca Raton, FL 33432

SARA LEVIN

2070 N. Ocean Blvd., Unit 3
Boca Raton, FL33432

JEFFERY GIBBS

5960 La Gorce Drive
Miami Beach, FL 33140

ARTICLE VIII - OFFICERS

8.1 The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board at its first meeting and following each annual meeting of the Members and they shall serve at the Board's pleasure. The Bylaws may provide for the removal of officers, the filing of vacancies and the duties of the officers. The names and addresses of the initial officers who shall serve until their successors are duly elected and qualified are:

President: ZVI LEVIN

Secretary: SARA LEVIN

Treasurer: ZVI LEVIN

ARTICLE IX - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding, or any settlement of any proceeding, to which he may be a party, or in which he may become involved by reason of his being, or having been, a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred. However, said indemnification will not apply if the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

ARTICLE X - BYLAWS

The first Bylaws of the Association shall be adopted by the members of the Board of Directors designated herein. Thereafter, the Bylaws may be altered, amended or rescinded by the directors and Members in the manner provided in the Bylaws. There shall be no change to the Bylaws, however, which shall abridge, amend or alter the rights of any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

ARTICLE XI - AMENDMENTS

These Articles of Incorporation may be amended in the following manner:

11.1 The Board of Directors, by majority vote, shall adopt a Resolution setting forth the proposed Amendment and direct that it be submitted to vote at a meeting of the Members.

11.2 Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting (special or annual) at which such proposed Amendment is to be considered by the Members. Such notice shall set out in full the proposed amended article, section, subsection or paragraph of a subsection.

11.3 Such proposed Amendment shall be submitted to and approved by the Members at such meeting. Any number of Amendments may be submitted to the Members and voted upon at one (1) meeting. The proposed Amendment shall be adopted upon receiving the affirmative vote of at least a majority of the Members.

11.4 An Amendment to these Articles of Incorporation may be made, without a meeting, by a written statement signed by all Members eligible to vote in lieu of the above procedure.

11.5 The Articles shall not be amended in any manner that prejudices the rights of any institutional mortgagee without the prior written consent of such institutional mortgagee.

ARTICLE XII - DURATION

The Association shall exist perpetually.

ARTICLE XIII - INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the initial registered agent for the Association is

Ryan E. Willits, Esq.
Ryan E. Willits, P.A.
245 North Ocean Blvd, Suite 204
Deerfield Beach, FL 33441

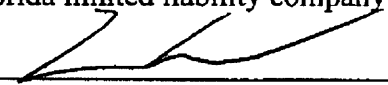
ARTICLE XIV - INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is

MIDTOWN COURT, LLC
P.O. Box 4110
Boca Raton, FL 33429-4110

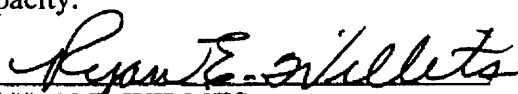
IN WITNESS WHEREOF, the undersigned incorporator has affixed his signature to these Articles of Incorporation, this 10 day of MARCH, 2004.

MIDTOWN COURT, LLC
a Florida limited liability company

By: 
ZVI LEVIN, as Managing Member

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, at the place designated in this certificate, I am familiar with and hereby accept the appointment as registered agent and agree to act in that capacity.



RYAN E. WILLITS

Dated: 03.11.04

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
04 MAR 15 PM 1:43

EXHIBIT "C"

**BYLAWS
OF
ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)**

**BYLAWS
OF
ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
IDENTITY**

The name of the corporation is ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida (hereinafter the "Association"). The initial principal office of the Association shall be located at 330 Sunset Drive, Pompano Beach, FL 33062 but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

2.1 "Articles" shall mean the Articles of Incorporation for the Association filed with the Florida Secretary of State, Division of Corporations, as amended from time to time.

2.2 "Association" shall mean and refer to **ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC.** a Florida not-for-profit corporation, its successors and assigns.

2.3 "Board" shall mean and refer to the Board of Directors of the Association.

2.4 "Common Area" shall mean and refer to all real property which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members (as hereinafter defined), including, regardless of whether title has been conveyed to the Association: (a) real property the use of which is dedicated to the Association or its Members by a recorded plat; or (b) real property committed by the Declaration to be leased or conveyed to the Association.

2.5 "Limited Common Area" shall mean and refer to those portions of the Common Area property which are reserved for the use of a designated Unit or Units to the exclusion of other Units.

2.6 "Common Expenses" shall mean and refer to the expenses of the Association for which a Member may be assessed, which if not paid can result in a lien against the Owner's/Member's Unit.

2.7 "Community" shall mean and refer to all of the property and improvements described in and subject to the Declaration of Covenants, Restrictions and Easements for ATLANTIC URBAN VILLAGE.

2.8 "Declarant" shall mean and refer to MIDTOWN COURT, LLC, a Florida limited liability, whose post office address is P. O. Box 4110, Boca Raton, FL 33429-4110.

2.9 "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions and Easements for ATLANTIC URBAN VILLAGE, and any amendments thereto, written in the nature of covenants running with the land which subjects the land comprising the Community to the jurisdiction and control of the Association in which the Owners, or their association representatives, must be members.

2.10 "Member" shall mean every Owner that is a member of the Association, and may include, but is not limited to, an Owner or an association representing parcel owners or a combination thereof.

2.11 "Owner" shall mean and refer to the record owner of legal title to a Unit.

2.12 "Unit" shall mean and refer to any one of the twenty-one (21) parcels of property and improvements thereon located within the Community that is capable of separate conveyance.

ARTICLE III MEMBERSHIP

3.1 Membership. The membership of the Association shall be limited to the Owners within the Community. Membership is automatically conferred upon acquisition of the fee simple interest to any Unit. Membership is an incident of ownership and is not separately transferable.

3.2 Transfer of Membership. Membership in the Association shall be transferred as an appurtenance to the transfer of the fee simple interest in any Unit and shall become effective upon the recording of a deed or other instrument establishing a record title to a Unit in the Public Records of Broward County, Florida.

3.3 Member Roster. The Association shall maintain a roster of the names and mailing addresses of the Members. Each Member shall furnish to the Association a copy of the recorded deed or other instrument establishing a record title to the Member's Unit.

ARTICLE IV MEETINGS OF MEMBERS: QUORUMS: PROXIES

4.1 Meetings of Members. All meetings of the Association shall be held at such time and place as shall be stated in the notice thereof.

A. Annual Meetings. The annual Members' meetings shall be held at the office of the Association at 7:00 P.M., or at such other place and time of day as the Board may elect in its discretion, on each anniversary date following the date of transition of Association control from the Declarant to the Members for the purpose of electing directors and for the transacting any and all proper business that may come before the meeting, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special Meetings. Special meetings of the Members shall be held whenever called by either the Board or by at least a majority of the total Members of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting. However, until Declarant terminates his control of the Board, no special Members' meeting shall be convened without the prior written consent of Declarant.

4.2 Notice of Meeting. Written notice of each meeting of the Members, stating the time, the place, and the case of a special meeting, the purposes for which the meeting is called, shall be given by the President, Vice President, or Secretary. Such notice shall be mailed to each Member at his address as it appears on the Member Roster and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

4.3 Voting. Members shall be entitled to cast one vote for each Unit owned, but in no event may more than one vote be cast with respect to any one Unit. Where a Unit is owned by more than one person, or by a corporation, partnership, or other entity, the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate, executed by all of the Owners of such Unit, and filed with the Secretary prior to the meeting at which the vote is to be cast. In the event that such a certificate is not filed, the Owners of that Unit will not be entitled to vote at the meeting, and their presence will not be counted for purposes of establishing a quorum.

4.4 Quorum. The presence, either in person or by proxy, at a Member's meeting of 3/5ths of the total number of Members entitled to cast a vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. The acts approved by a majority of the Members present at a meeting at which a quorum is present shall constitute the acts of the Members except when approval by a greater number of Members is required by the Declaration, the Articles of Incorporation or these Bylaws.

4.5. Proxies. At all meetings of Members, each Member entitled to vote may vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which the proxy was given, and must be signed by the authorized person who executed the proxy and filed with the Secretary. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires upon the earlier of (i) 90 days after the date of the meeting for which it was originally given, or (ii) the date of conveyance by a Member of his Unit. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

4.6 Adjournment. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting until a quorum shall be present. Adjournment of an annual or special meeting to a different date, time, or place must be

announced at that meeting before adjournment is taken. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

4.7 Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings, shall be:

- A. Election of chairperson of the meeting;
- B. Calling of the roll and certifying of proxies;
- C. Proof of notice of meeting or waiver of notice;
- D. Reading and disposal of any unapproved minutes;
- E. Reports of officers;
- F. Reports of committees;
- G. Election of inspectors of elections;
- H. Election of Directors;
- I. Old business;
- J. New business;
- K. Adjournment.

4.8 Proviso. Provided, however, that until the Declarant has completed all of the contemplated improvements and closed the sales of all of the Units within the Property or until the Declarant elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of Members of the Association shall have no effect unless approved by the Board.

ARTICLE V DIRECTORS

5.1 Number of Directors; Term of Office. The affairs of the Association shall be initially managed by a Board of not less than three (3) directors. After Declarant has ended its control of the Association, the Board of Directors shall consist of not less than three (3) Directors. Directors shall serve for a term of one year.

5.2 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association entitled to vote at a Special Meeting called for that purpose. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor.

5.3 Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

6.1 Election. The directors of the Association shall be elected at the annual meeting of the Members in the following manner:

A. The Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. There shall be no cumulative voting.

B. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast.

6.2 Vacancies. Except as to vacancies created by removal of Directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by a vote of the remaining Directors. Any vacancy in the Board created by the removal of a Director by the Members, shall be filled by a vote of the Members at the special meeting called for that purpose.

6.3 Proviso. Notwithstanding any provision to the contrary, the Declarant shall have the right to elect the Board of Directors of the Association until such time as it no longer holds title to any Unit, or until it elects to terminate its control of the Association, whichever shall first occur.

ARTICLE VII MEETING OF DIRECTORS

7.1 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and at such time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

7.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

7.3 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written direction of a majority of the Directors.

7.4 Notice of Meetings. Except in the case of emergency meetings of the Board, notices of all Board meetings must be either mailed or delivered to each Member at least seven (7) days before a meeting, or in the alternative, posted in a conspicuous place on each Unit at least forty-eight (48) hours in advance of a meeting. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Notice of regular meetings shall be given to each Director personally, by mail, by telephone, or facsimile at least three (3) days prior to the day named for such meeting.

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

7.6 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board and the acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these Bylaws.

7.7 Votes by Proxy. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

7.8 Adjourned Meeting. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted at the subsequent meeting without further notice.

7.9 Presiding Officer. The presiding officer at Directors' meetings shall be the President. In his absence, the Vice President shall preside.

7.10 Order of Business. The order of business at Directors' meetings shall be as follows:

- A. Calling of the roll;
- B. Proof of due notice of the meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Election of officers;
- F. Old business;
- G. New business;
- H. Adjournment.

7.11 Action Taken Without a Meeting. The Directors shall have the right to take any action that they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the laws of the State of Florida, the Declaration, the Articles of Incorporation, these By-Laws and the rules and regulations of the Association shall be exercised exclusively by the Board of Directors, its Agents, contractors or employees, subject only to the approval by the Members where such approval is specifically required. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following.

1. To exercise all common law and statutory powers of a Florida not-for-profit corporation which are not in conflict with the terms of these By-Laws, the Declaration, the Articles of Incorporation and the rules and regulations of the Association.

2. To exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration, as amended from time to time.

3. To fix, levy, collect and enforce payment of charges and assessments pursuant to the terms of the Declaration.

4. To have a lien on Units to secure the payment of assessments or other charges due and to become due the Association.

5. To foreclose lien(s) against Units for which assessment or other charges due the Association are not paid within thirty (30) days after the due date, or to bring an action at law against the, Owner obligated to pay the same.

6. To use the proceeds of the assessments and charges in the exercise of its powers and duties.

7. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the purposes of the Association.

8. To levy reasonable fines, not to exceed the maximum amount allowed under Chapter 617, Florida Statutes, against any Member, tenant, guest, or invitee, for violation of any of the provisions contained in either the Declaration, Articles of Incorporation, these Bylaws or the rules and regulations adopted by the Association.

9. To provide, maintain, repair, replace, and operate the Common Area, together with all improvements thereon, and any additional property acquired or leased by the Association for use by the Members.

10. To contract for the maintenance, operation, repair or replacement of the Common Area improvements, and any additional property, if any, acquired or leased by the Association, and otherwise employ personnel to perform the services required to carry out the purposes of the Association, including the right and power to employ accountants, attorneys, contractors, and any other professionals as the need arises.

11. To purchase casualty insurance and public liability insurance in such amounts as the Board of Directors may from time to time deem appropriate or necessary, insuring against any loss or liability arising out of, or incident to, the Common Area and/or improvements thereon, and any other property acquired or leased by the Association.

12. To pay such property taxes (real or personal) assessed against the Common Area and/or improvements thereon. Caveat: Payment of the foregoing taxes shall be the responsibility of the Association only in the event that (i) the Common Area and/or improvements thereon are assessed as a taxable parcel separate from the Units, and (ii) the Units are not otherwise assessed for their respective, proportionate interest in such property as set forth in Paragraph 7.1 of the Declaration.

13. To provide, maintain, repair, and replace utility connections, including without limitation, water and sewer, serving the Common Area.

14. To reconstruct and repair improvements on the Common Area property after casualty, and to construct additional improvements on the said property.

15. To make, establish and enforce reasonable rules and regulations governing the Community and the Common Area.

16. To approve or disapprove, in its sole discretion, pet(s) kept on or within any Unit by any Member or Member's lessee, guest or invitee.

17. To contract for bulk rate cable and community antennae services or any other type of telecommunication services for the benefit of the Members.

18. To employ and dismiss personal as may be necessary to perform all of the duties and obligations of the Association and retain those professional services, including without limitation, management services, that are required for those purposes.

19. To borrow money, and with the assent of a majority of the Members, mortgage, pledge, deed in trust, or hypothecate any or all real or personal property owned by the Association as security for money borrowed for debts incurred.

20. To keep a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by a majority of the Members who are entitled to vote;

21. To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

22. To fix the annual budget for the Association.

23. To maintain a bank account(s) for the Association.

24. To call meetings of the Members.

ARTICLE IX OFFICERS

9.1 Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

9.2 Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of Members.

9.3 Term. The officers shall be elected annually by the Board and each shall hold office for one (1) year, unless they shall sooner resign, or shall be removed, or otherwise disqualified.

9.4 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time. Such resignation shall take effect on the date of receipt of notice by the Board, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.5 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer (s)he replaces.

9.6 President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes. In addition, the President shall have all the powers and duties usually vested in the office of the President of an Association, including, but not limited to, the power of to appoint committees from among the Members from time to time as (s)he, in his or her sole discretion, may determine to be necessary or appropriate to assist in the conduct of the affairs of the Association.

9.7 Vice President. The Vice President shall act in the place of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

9.8 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and perform such other duties as required by the Board.

9.9 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by a resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and

expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members of the Association.

ARTICLE X
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC., a not-for-profit corporation under the laws of the State of Florida, incorporated in 2004."

ARTICLE XI
AMENDMENTS

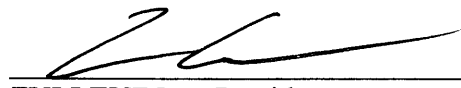
Prior to the first meeting of the Members, these Bylaws may be amended by a vote of a majority of the members of the Board. Subsequent to the first meeting of the Members, these Bylaws may be amended at a regular or special meeting of the Members, at which a quorum has been attained, by a vote of a majority of the Members present in person or by proxy.

ARTICLE XII
MISCELLANEOUS

12.1 The fiscal year of the Association shall be the calendar year, except that the first fiscal year shall begin on the date of incorporation.

12.2 In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

The foregoing were adopted as the Bylaws of ATLANTIC URBAN VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, at the first meeting of the Board of Directors on the 14TH day of MARCH, 2005.



ZVI LEVIN, as President



SARA LEVIN, as Secretary

EXHIBIT "D"

SKETCH AND DESCRIPTION
ATLANTIC URBAN VILLAGE
COMMON AREA



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

SHEET 1 OF 3 SHEETS

SKETCH AND DESCRIPTION
ATLANTIC URBAN VILLAGE
COMMON AREA

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 6 and the North 15.00 feet of Lots 7 and 8, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida:

LESS:

Commencing(1) at the Northwest corner of said Lot 2; thence South 00°00'00" East, on the West line of said Lot 2, a distance of 5.17 feet; thence North 90°00'00" East, a distance of 6.00 feet to the Point of Beginning(1); thence continuing South 90°00'00" East, a distance of 43.00 feet; thence South 00°00'00" East, a distance of 156.86 feet; thence North 89°46'30" West, a distance of 43.00 feet; thence North 00°00'00" East, a distance of 25.68 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 14.67 feet; thence South 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 13.33 feet; thence North 90°00'00" East, a distance of 2.00 feet; thence North 00°00'00" East, a distance of 13.33 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 90°00'00" East, a distance of 13.33 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 12.67 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 13.33 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 14.67 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 13.67 feet to the Point of Beginning(1).

AND LESS:

Commencing(2) at the Northwest corner of said Lot 2; thence South 89°48'00" East, on the North line of said Lot 2, a distance of 73.11 feet; thence South 00°00'00" East, a distance of 5.32 feet to the Point of Beginning; thence continuing South 00°00'00" East, a distance of 34.00 feet; thence North 90°00'00" East, a distance of 8.33 feet; thence South 00°00'00" East, a distance of 10.00 feet; thence North 90°00'00" East, a distance of 83.33 feet; thence North 00°00'00" East, a distance of 10.00 feet; thence North 90°00'00" East, a distance of 8.33 feet; thence North 00°00'00" East, a distance of 34.00 feet; thence North 90°00'00" West, a distance of 16.00 feet; thence South 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" West, a distance of 13.33 feet; thence South 00°00'00" East, a distance of 2.00 feet; thence North 90°00'00" West, a distance of 13.33 feet; thence North 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" West, a distance of 14.67 feet; thence South 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" West, a distance of 13.33 feet; thence North 00°00'00" East, a distance of 2.00 feet; thence North 90°00'00" West, a distance of 13.33 feet; thence North 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" West, a distance of 16.00 feet to the Point of Beginning(2).

Certified Correct. Dated at Fort Lauderdale, Florida,
this 5th day of March, 2004.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr _____

JOB ORDER NO. T-8348, T-9191 _____

CHECKED BY: CA _____

E:\SUR\T9191.DWG
PFF DWG = 02-03-073



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

SHEET 2 OF 3 SHEETS

SKETCH AND DESCRIPTION
ATLANTIC URBAN VILLAGE
COMMON AREA

LEGAL DESCRIPTION (CONTINUED):

AND ALSO LESS:

Commencing(3) at the Northeast corner of said Lot 1; thence South 00°00'00" East, on the East line of said Lot 1, a distance of 4.98 feet; thence North 90°00'00" West, a distance of 6.25 feet to the Point of Beginning(3); thence continuing North 90°00'00" West, a distance of 43.00 feet; thence South 00°00'00" East, a distance of 156.78 feet; thence South 89°46'30" East, a distance of 43.00 feet; thence North 00°00'00" East, a distance of 25.95 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 14.67 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 13.33 feet; thence North 90°00'00" West, a distance of 2.00 feet; thence North 00°00'00" East, a distance of 13.33 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 12.67 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 13.33 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 14.67 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 13.67 feet to the Point of Beginning(3).

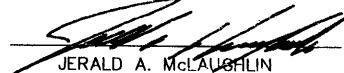
AND ALSO LESS:

Commencing(4) at the Northeast corner of said Lot 1; thence South 00°00'00" East, on the East line of said Lots 1, 4, 5 and 7, a distance of 164.45 feet; thence North 89°46'30" West, a distance of 78.37 feet; thence North 00°13'30" East, a distance of 42.43 feet to the Point of Beginning(4); thence North 00°00'00" East, a distance of 43.00 feet; thence North 90°00'00" West, a distance of 90.03 feet; thence South 00°00'00" East, a distance of 27.35 feet; thence South 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" East, a distance of 14.67 feet; thence North 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" East, a distance of 13.33 feet; thence South 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" East, a distance of 7.33 feet; thence North 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" East, a distance of 27.35 feet to the Point of Beginning(4).

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 19,164 square feet or 0.4399 acres more or less.

Certified Correct. Dated at Fort Lauderdale, Florida,
this 5th day of March, 2004.

McLAUGHLIN ENGINEERING COMPANY


JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____

DRAWN BY: JMMjr _____

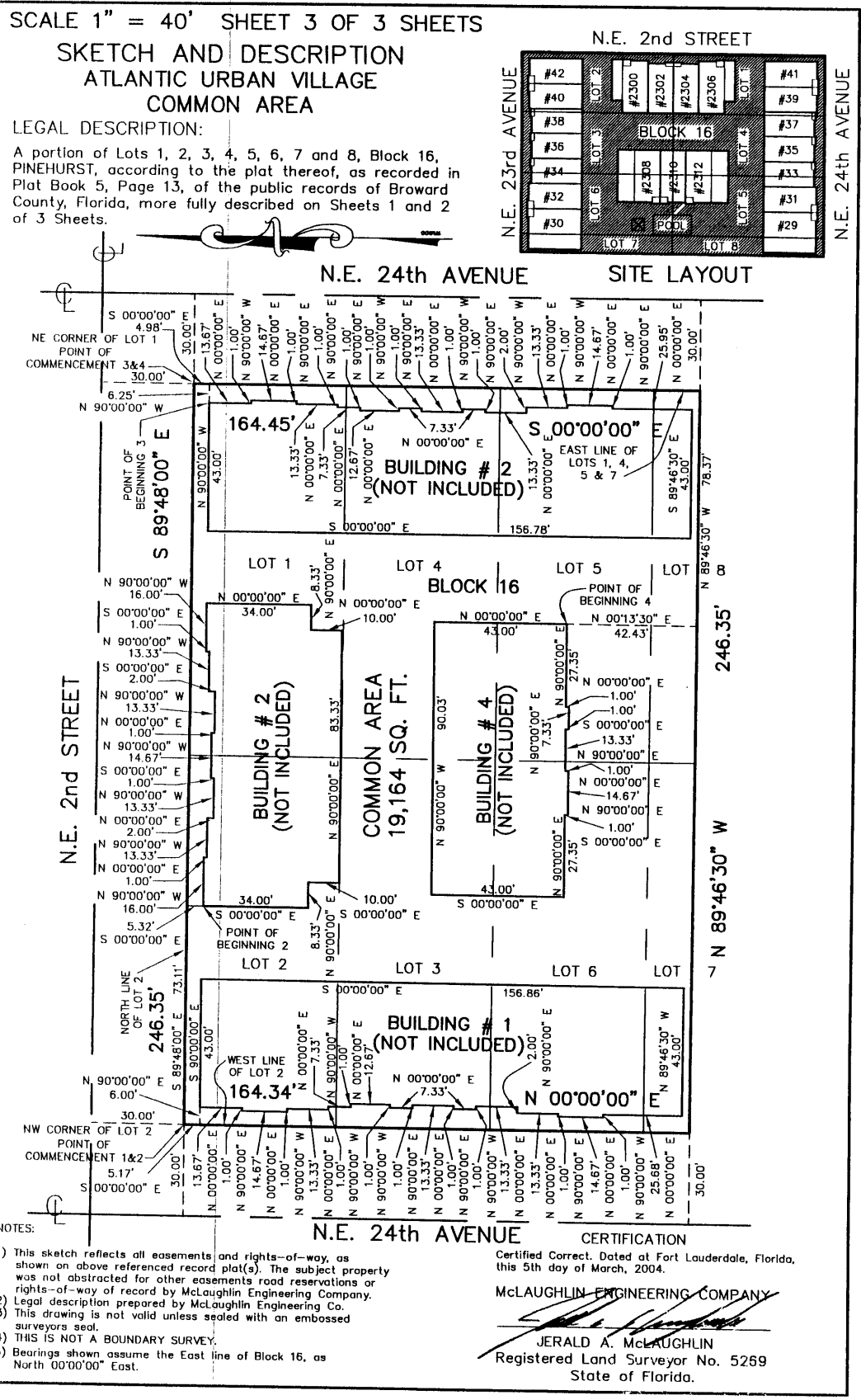
JOB ORDER NO. T-8348, T-9191 _____

CHECKED BY: CA _____

E:\SUR\T9191.DWG
REF DWG - 02-03-073



McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615



FIELD BOOK NO. _____

JOB ORDER NO. T-8348, T-9191

E:\SUR\T9191.DWG
REF. DWG. = 02-03-073

DRAWN BY: JMMjr

CHECKED BY: CA

EXHIBIT "E"

SKETCH AND DESCRIPTION
ATLANTIC URBAN VILLAGE
PRIVATE YARDS



McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 30'

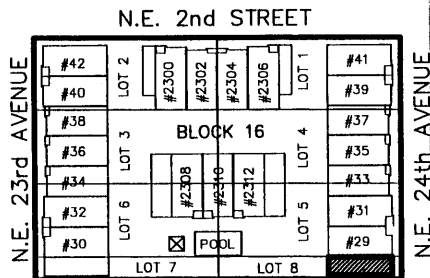
SKETCH AND DESCRIPTION
ATLANTIC URBAN VILLAGE
UNIT #29 (SIDE YARD)

LEGAL DESCRIPTION:

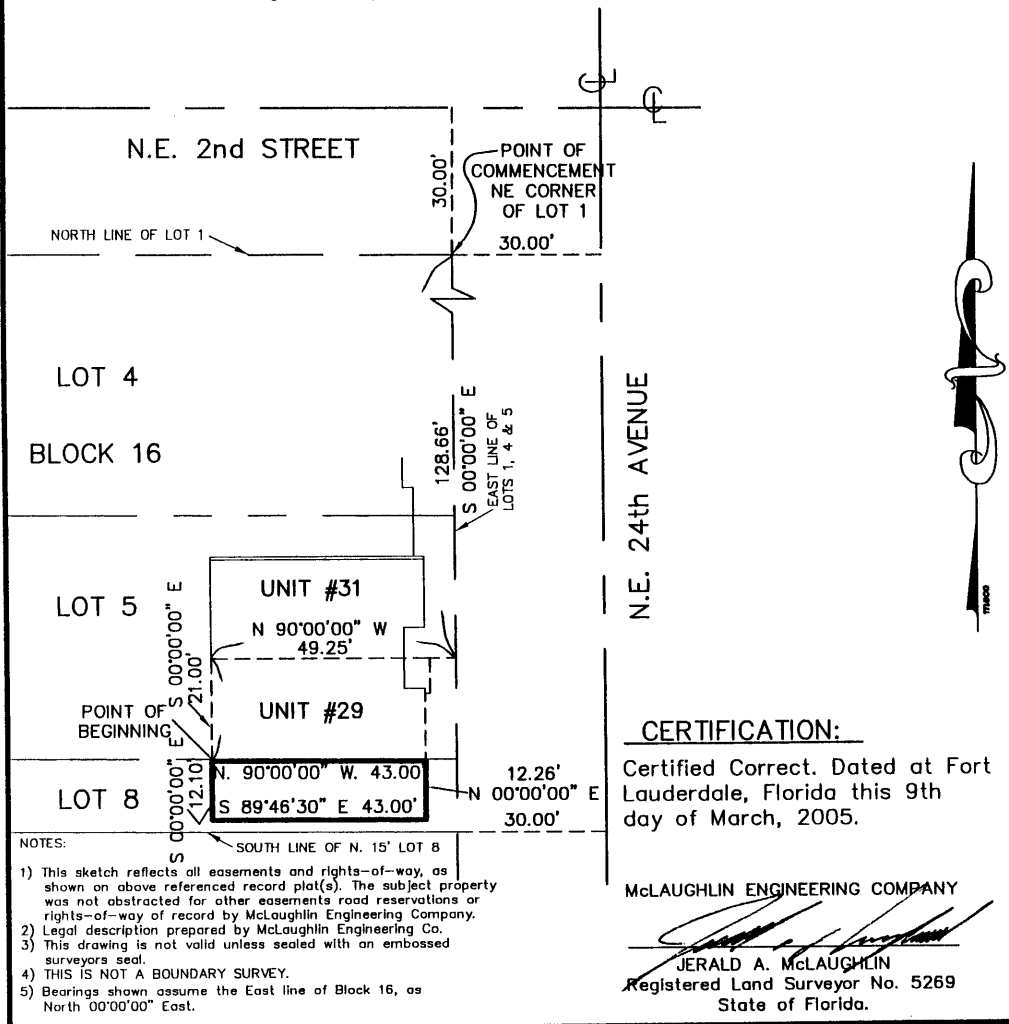
A portion of Lot 8, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northeast corner of Lot 1, of said Block 16, thence South 00°00'00" East, on the East line of said Lots 1, 4 and 5, a distance of 128.66 feet; thence North 90°00'00" West, a distance 49.25 feet; thence South 00°00'00" East, a distance of 21.00 feet to the Point of Beginning; thence continuing South 00°00'00" East, a distance of 12.10 feet; thence South 89°46'30" East, a distance of 43.00 feet; thence North 00°00'00" West, a distance of 12.26 feet; thence North 90°00'00" East, a distance of 43.00 feet; to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 524 square feet more or less.



SITE LAYOUT
NOT TO SCALE



FIELD BOOK NO. N/A

JOB ORDER NO. U-0658

D:\SUR\T8348.DWG

DRAWN BY: NATE

CHECKED BY: CA



McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 30'

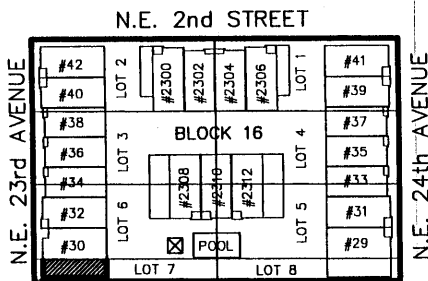
SKETCH AND DESCRIPTION
ATLANTIC URBAN VILLAGE
UNIT #30 (SIDE YARD)

LEGAL DESCRIPTION:

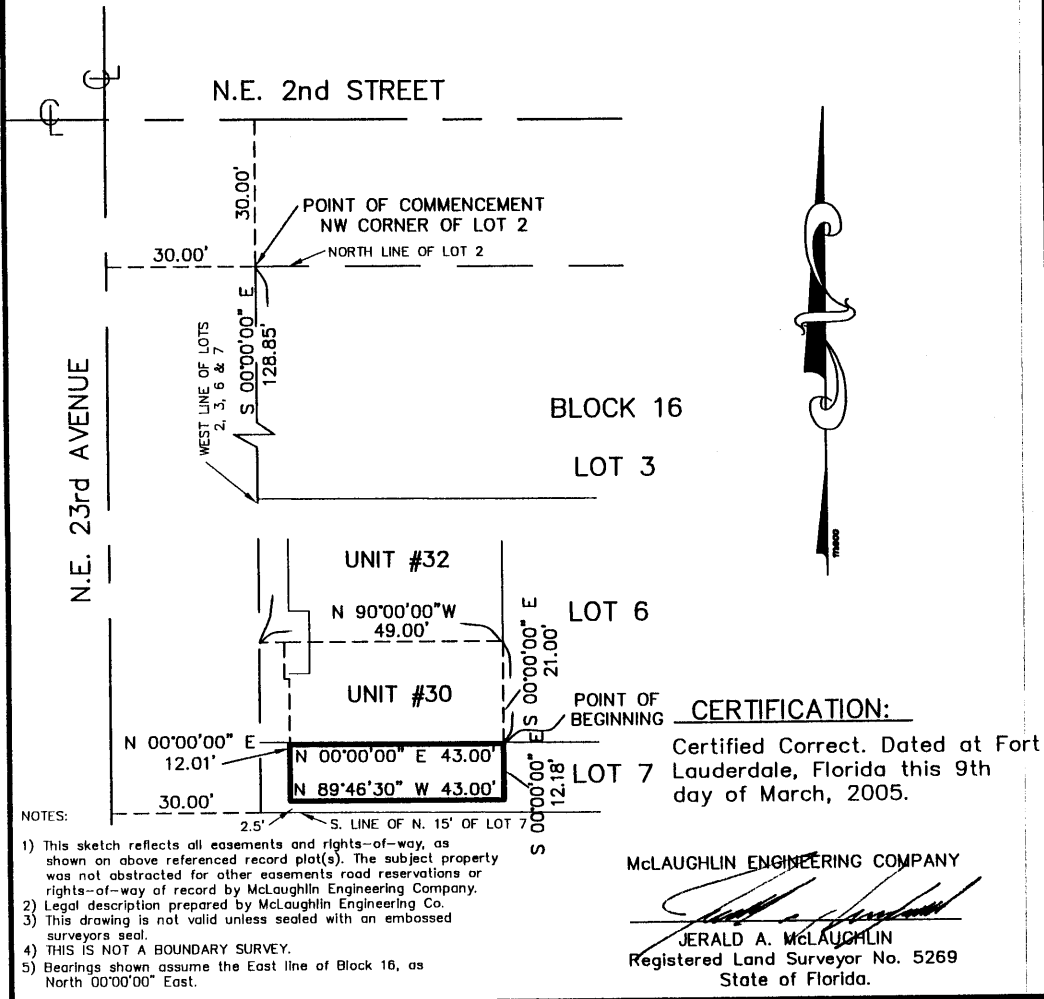
A portion of Lot 7, Block 16, PINEHURST,
according to the plat thereof, as recorded in
Plat Book 5, Page 13, of the public records
of Broward County, Florida, more fully
described as follows:

Commencing at the Northwest corner of Lot 2, of said Block 16; thence South
00°00'00" East, on the West line of said Lots 2, 3 and 6, a distance of 128.85
feet; thence North 90°00'00" East, a distance of 49.00 feet; thence South
00°00'00" East, a distance of 21.00 feet to the Point of Beginning; thence
continuing South 00°00'00" East, a distance of 12.18 feet; thence North 89°46'30"
West, on a line 2.50 feet North of and parallel with the South line of the North
15.00 feet of said Lot 7, a distance of 43.00 feet; thence North 00°00'00" East,
a distance of 12.01 feet; thence North 90°00'00" East, a distance of 43.00 feet
to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County,
Florida and containing 520 square feet more or less.



SITE LAYOUT
NOT TO SCALE



FIELD BOOK NO. N/A

JOB ORDER NO. U-0658

D: \SUR\T8348.DWG

DRAWN BY: NATE

CHECKED BY: C.A.



McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 30'

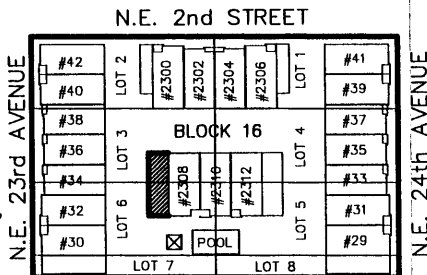
SKETCH AND DESCRIPTION
ATLANTIC URBAN VILLAGE
UNIT #2308 (SIDE YARD)

LEGAL DESCRIPTION:

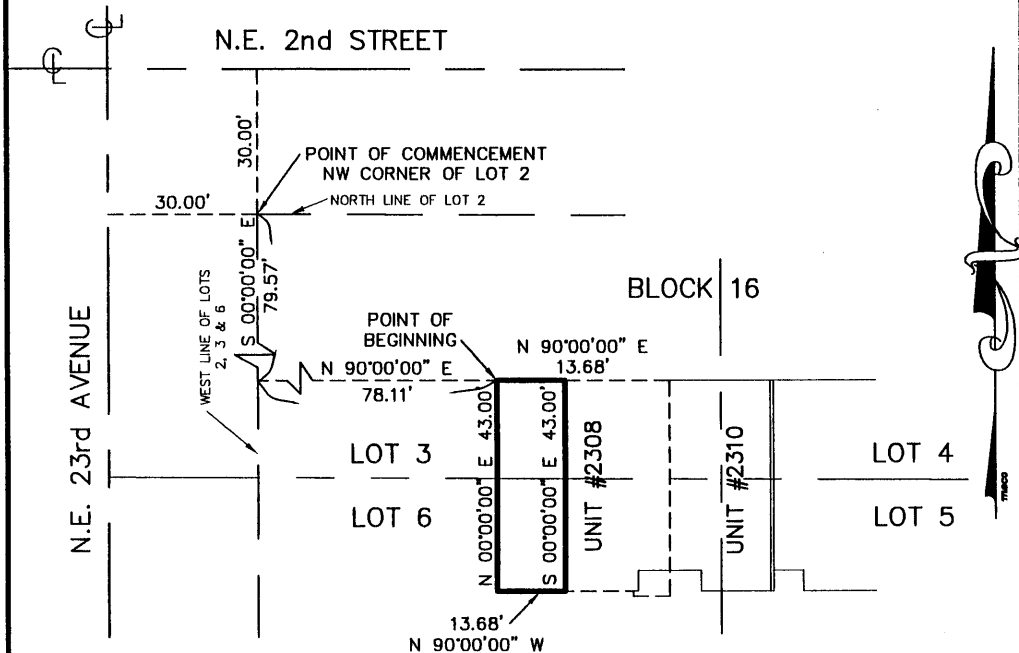
A portion of Lots 3 and 6, Block 16, PINEHURST,
according to the plat thereof, as recorded in
Plat Book 5, Page 13, of the public records
of Broward County, Florida, more fully
described as follows:

Commencing at the Northwest corner of Lot 2, of said
Block 16; thence South 00°00'00" East, on the West line of said Lots 2 and 3,
a distance of 79.57 feet; thence North 90°00'00" East, a distance of 78.11 feet
to the Point of Beginning; thence continuing North 90°00'00" East, a distance of
13.68 feet; thence South 00°00'00" East, a distance of 43.00 feet; thence
North 90°00'00" West, a distance of 13.68 feet; thence North 00°00'00" East,
43.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County,
Florida and containing 588 square feet more or less.



SITE LAYOUT
NOT TO SCALE



CERTIFICATION:

Certified Correct. Dated at Fort
Lauderdale, Florida this 9th
day of March, 2005.

NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the East line of Block 16, as North 00°00'00" East.

McLAUGHLIN ENGINEERING COMPANY

Jerald A. McLaughlin
JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. N/A

DRAWN BY: NATE

JOB ORDER NO. U-0658

CHECKED BY: CA

D:\SUR\T8348.DWG
DEF DWG - 02 03 073



McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 30'

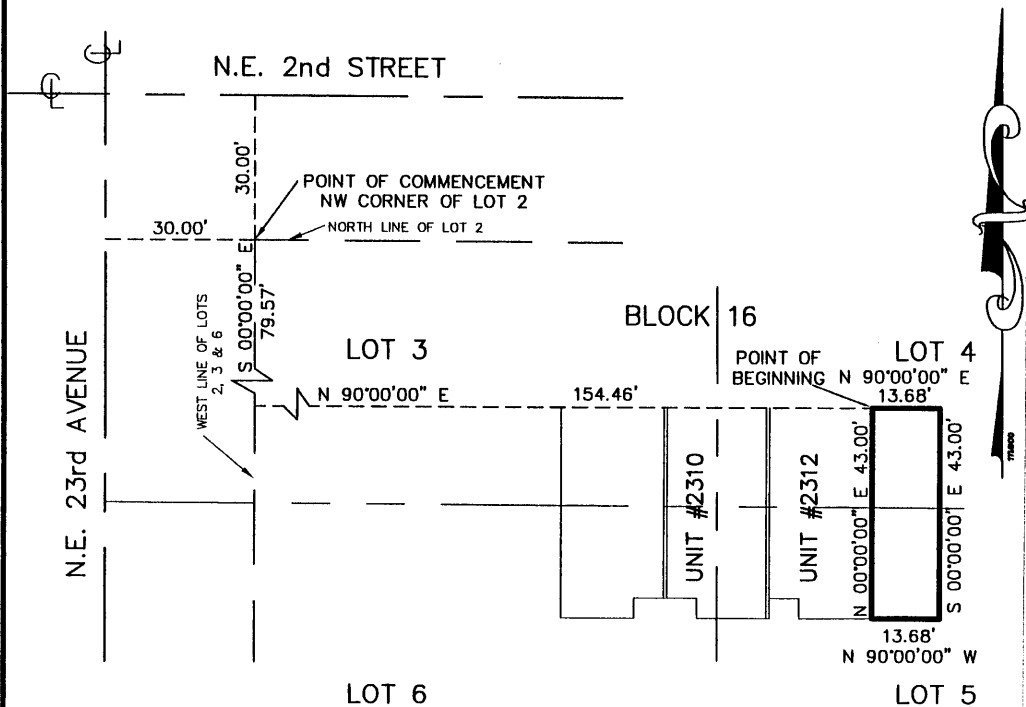
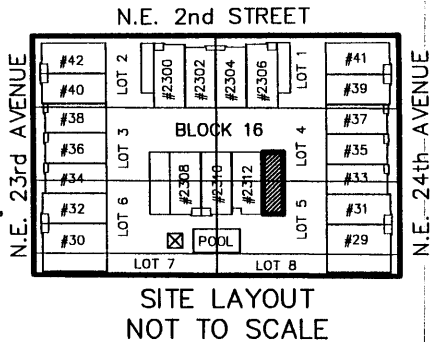
SKETCH AND DESCRIPTION
ATLANTIC URBAN VILLAGE
UNIT #2312 (SIDE YARD)

LEGAL DESCRIPTION:

A portion of Lots 4 and 5, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of Lot 2, of said Block 16; thence South 00°00'00" East, on the West line of Lots 2 and 3 of said Block 16, a distance of 79.57 feet; thence North 90°00'00" East, a distance of 154.46 feet to the Point of Beginning; thence continuing North 90°00'00" East, a distance of 13.68 feet; thence South 00°00'00" East, a distance of 43.00 feet; thence North 90°00'00" West, a distance of 13.68 feet; thence North 00°00'00" East a distance of 43.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 588 square feet more or less.



NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the East line of Block 16, as North 00°00'00" East.

CERTIFICATION:

Certified Correct. Dated at Fort Lauderdale, Florida this 9th day of March, 2005.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. N/A

DRAWN BY: NATE

JOB ORDER NO. U-0658

CHECKED BY: CA

D:\SUR\T8348.DWG



McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 30'

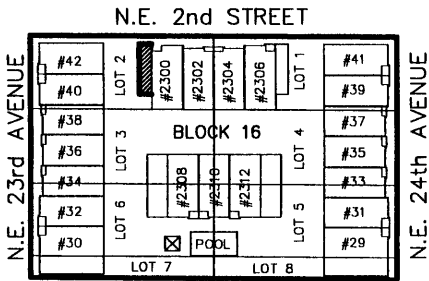
SKETCH AND DESCRIPTION
ATLANTIC URBAN VILLAGE
UNIT #2300 (SIDE YARD)

LEGAL DESCRIPTION:

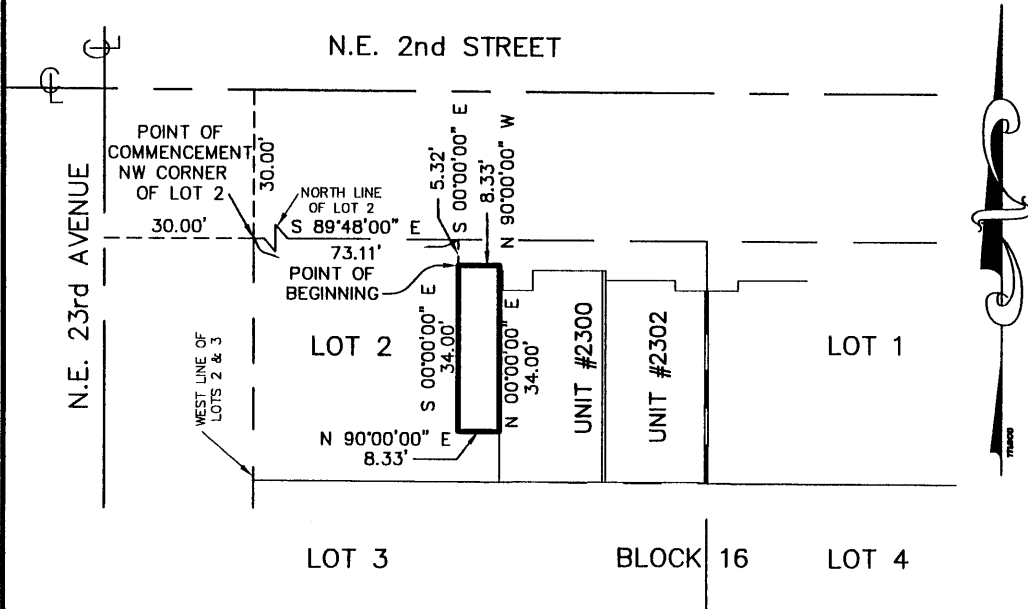
A portion of Lot 2, Block 16, PINEHURST,
according to the plat thereof, as recorded in
Plat Book 5, Page 13, of the public records
of Broward County, Florida, more fully
described as follows:

Commencing at the Northwest corner of said Lot 2; thence South 89°48'00" East,
on the North line of said Lot 2, a distance of 73.11 feet; thence South 00°00'00"
East, a distance of 5.32 feet to the Point of Beginning; thence continuing South
00°00'00" East, a distance of 34.00 feet; thence North 90°00'00" East, a distance
of 8.33 feet; thence North 00°00'00" East, a distance of 34.00 feet; thence
North 90°00'00" West, a distance of 8.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County,
Florida and containing 283 square feet more or less.



SITE LAYOUT
NOT TO SCALE



NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the East line of Block 16, as North 00°00'00" East.

CERTIFICATION:

Certified Correct. Dated at Fort
Lauderdale, Florida this 9th
day of March, 2005.

McLAUGHLIN ENGINEERING COMPANY

GERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. N/A

DRAWN BY: NATE

JOB ORDER NO. U-0658

CHECKED BY: CA

D:\SUR\T8348.DWG
REF. DWG.= 02-03-073



McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301
PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 30'

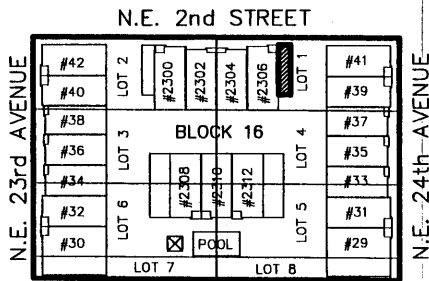
SKETCH AND DESCRIPTION
ATLANTIC URBAN VILLAGE
UNIT #2306 (SIDE YARD)

LEGAL DESCRIPTION:

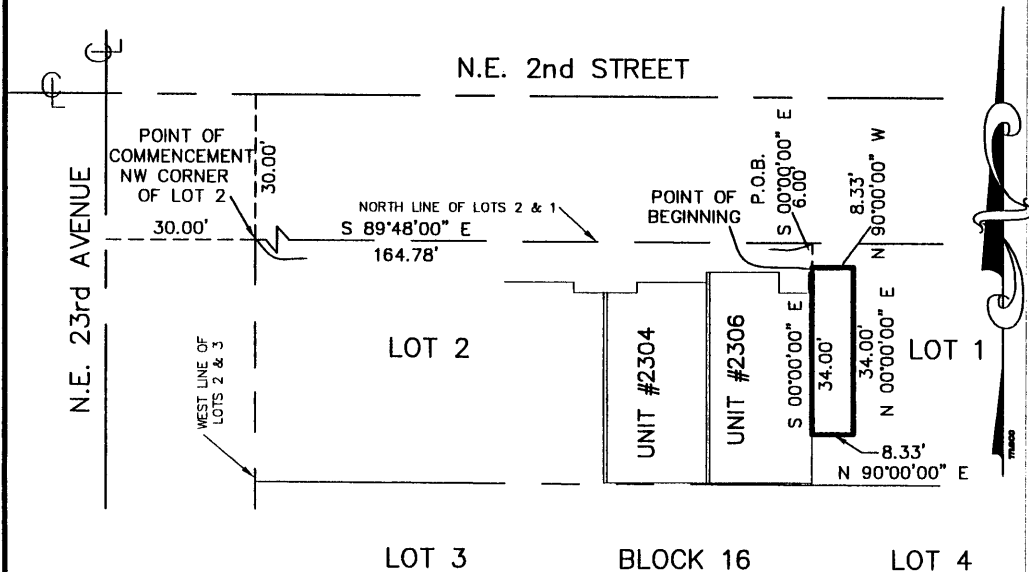
A portion of Lot 1, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of Lot 2, of said Block 16, thence South 89°48'00" East, on the North line of said Lots 2 and 1, a distance of 164.78 feet; thence South 00°00'00" East, a distance of 6.00 feet to the Point of Beginning; thence continuing South 00°00'00" East, a distance of 34.00 feet; thence North 90°00'00" East, a distance of 8.33 feet; thence North 00°00'00" East, a distance of 34.00 feet; thence North 90°00'00" West, a distance of 8.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 283 square feet.



SITE LAYOUT
NOT TO SCALE



NOTES:

- 1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Legal description prepared by McLaughlin Engineering Co.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) THIS IS NOT A BOUNDARY SURVEY.
- 5) Bearings shown assume the East line of Block 16, as North 00°00'00" East.

CERTIFICATION:

Certified Correct. Dated at Fort Lauderdale, Florida this 9th day of March, 2005.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. N/A
JOB ORDER NO. U-0658
D:\SUR\T8348.DWG

DRAWN BY: NATE
CHECKED BY: _____

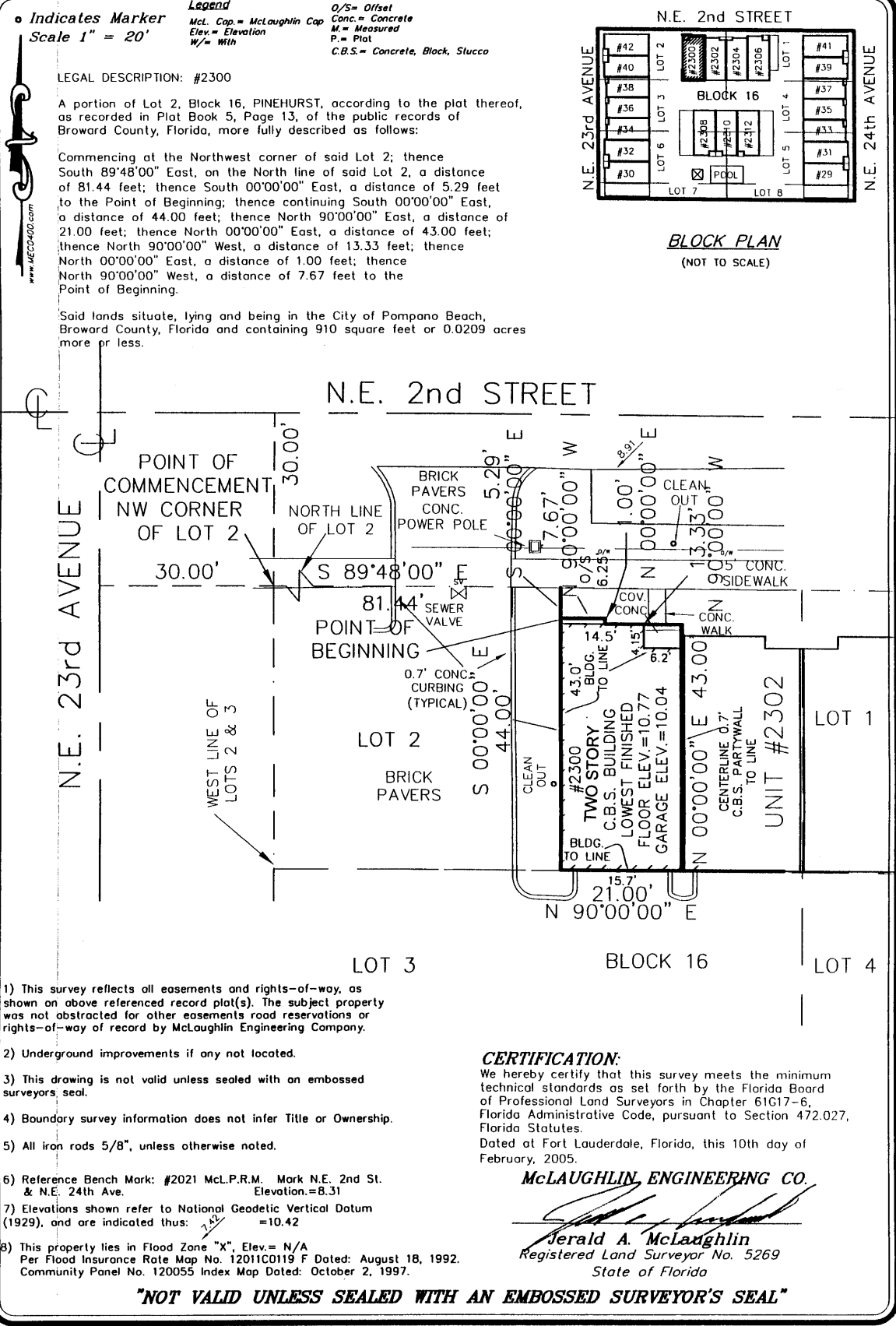
EXHIBIT "F"

SKETCH AND DESCRIPTION
ATLANTIC URBAN VILLAGE
TOWNHOME UNITS

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615



McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

Indicates Marker
Scale 1" = 20'

Legend

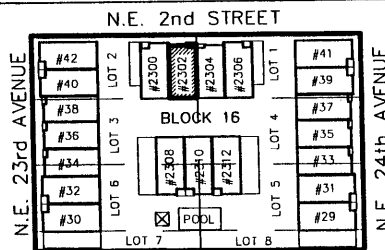
M.C. Cap. = McLaughlin Cap
Elev. = Elevation
W/ = With
O/S = Offset
Conc. = Concrete
M. = Measured
P. = Plot
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #2302

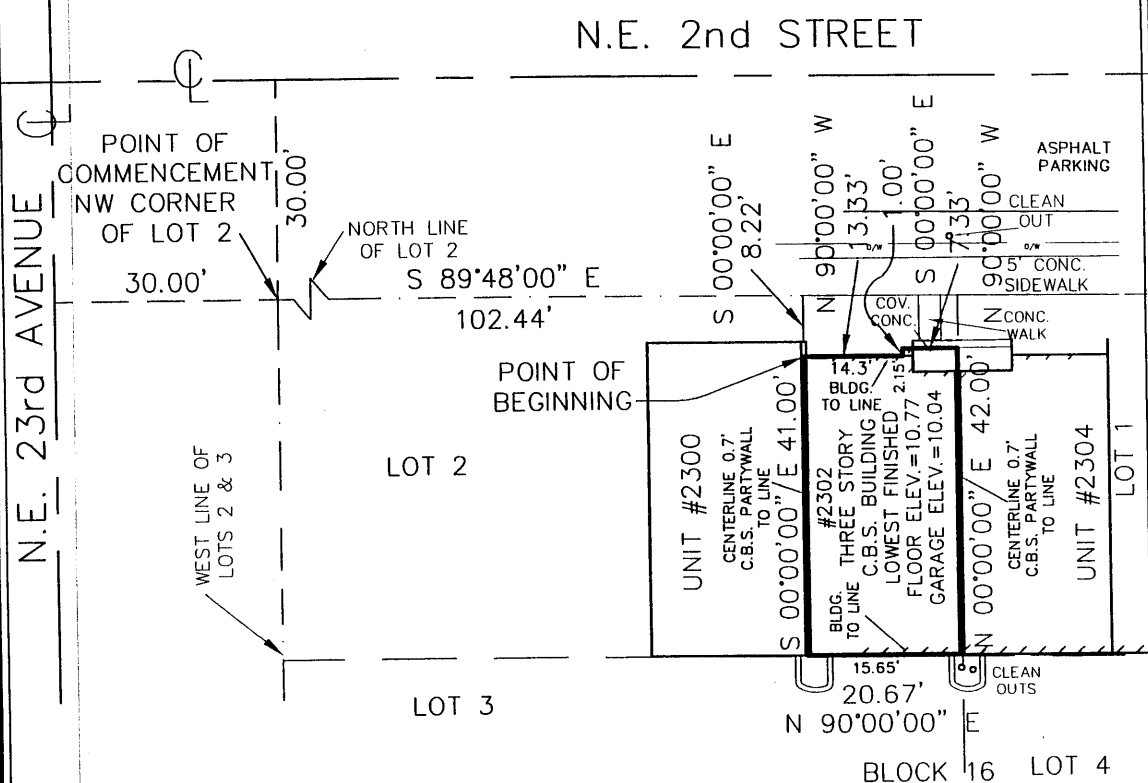
A portion of Lot 2, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Lot 2; thence South 89°48'00" East, on the North line of said Lot 2, a distance of 102.44 feet; thence South 00°00'00" East, a distance of 8.22 feet to the Point of Beginning; thence continuing South 00°00'00" East, a distance of 41.00 feet; thence North 90°00'00" East, a distance of 20.67 feet; thence North 00°00'00" East, a distance of 42.00 feet; thence North 90°00'00" West, a distance of 7.33 feet; thence South 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" West, a distance of 13.34 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 855 square feet or 0.0196 acres more or less.



BLOCK PLAN
(NOT TO SCALE)



1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.

2) Underground improvements if any not located.

3) This drawing is not valid unless sealed with an embossed surveyors seal.

4) Boundary survey information does not infer Title or Ownership.

5) All iron rods 5/8", unless otherwise noted.

6) Reference Bench Mark: #2021 M.C.L.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation. = 8.31

7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: Δ = 10.42

8) This property lies in Flood Zone "X". Elev. = N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.

Jerald A. McLaughlin
Jerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO.
JOB ORDER NO.

T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
T-9045, REF DWG 02-3-073

DRAWN BY: Note
CHECKED BY: C.A

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

Indicates Marker
Scale 1" = 20'

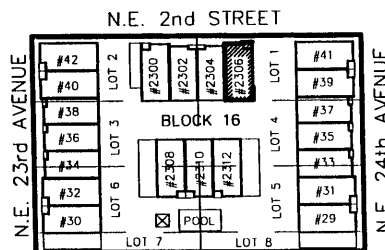
Legend
McL. Cap. = McLaughlin Cap
Elev. = Elevation
W/ = With
O/S = Offset
Conc. = Concrete
M = Measured
P = Plat
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #2306

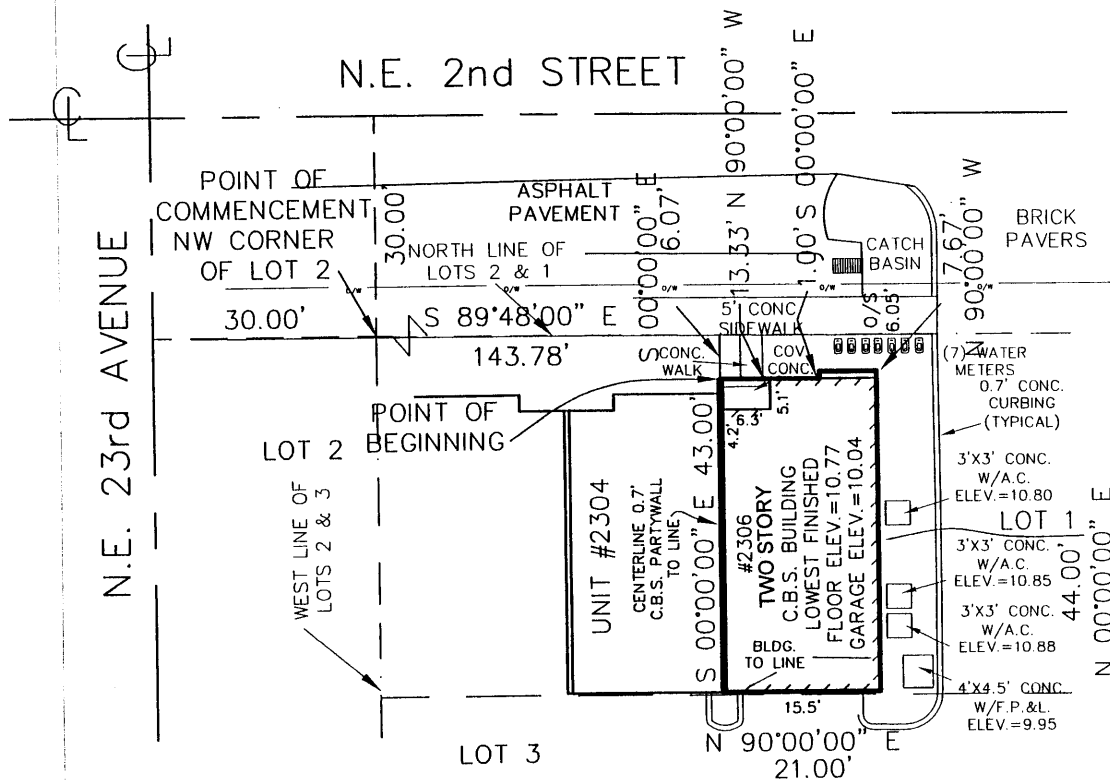
A portion of Lot 1, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of Lot 2, of said Block 16, thence South 89°48'00" East, on the North line of said Lots 2 and 1, a distance of 143.78 feet; thence South 00°00'00" East, a distance of 6.07 feet to the Point of Beginning; thence continuing South 00°00'00" East, a distance of 43.00 feet; thence North 90°00'00" East, a distance of 21.00 feet; thence North 00°00'00" East, a distance of 44.00 feet; thence North 90°00'00" West, a distance of 7.67 feet; thence South 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" West, a distance of 13.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 910 square feet or 0.0209 acres more or less.



BLOCK PLAN
(NOT TO SCALE)



- 1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Underground improvements if any not located.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) Boundary survey information does not infer Title or Ownership.
- 5) All iron rods 5/8", unless otherwise noted.

- 6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=8.31
- 7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: Δ =10.42
- 8) This property lies in Flood Zone "X", Elev.= N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

BLOCK 16 BRICK PAVERS LOT 4

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.

Gerald A. McLaughlin
Gerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO.
JOB ORDER NO.

T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
T-9045, REF DWG 02-3-073

DRAWN BY: Nate
CHECKED BY: Ca

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

Indicates Marker
Scale 1" = 20'

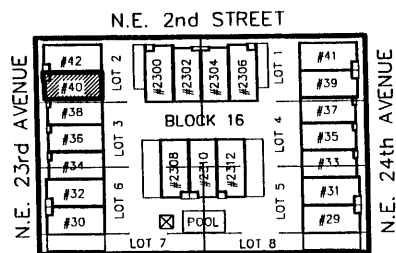
Legend
McL. Cap. = McLaughlin Cap
Elev. = Elevation
W/- = With
O/S = Offset
Conc. = Concrete
M = Measured
P = Plot
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #40

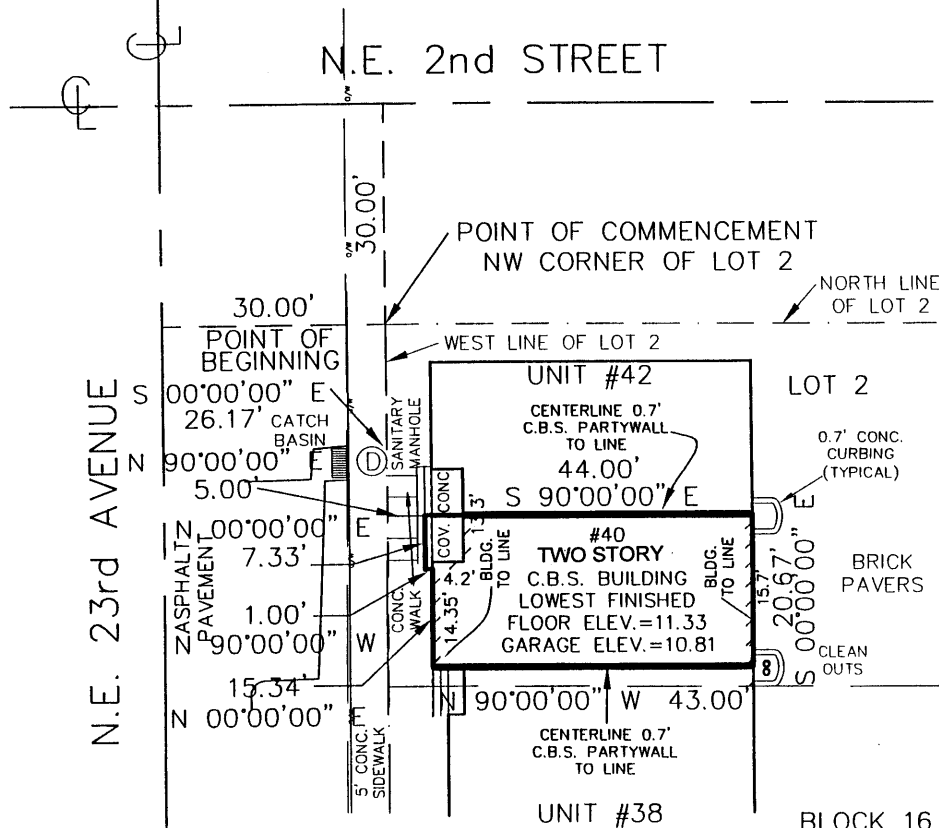
A portion of Lot 2, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Lot 2; thence South 00°00'00" East, on the West line of said Lot 2, a distance of 26.17 feet; thence North 90°00'00" East, a distance of 5.00 feet to the Point of Beginning; thence continuing North 90°00'00" East, a distance of 44.00 feet; thence South 00°00'00" East, a distance of 20.67 feet; thence North 90°00'00" West, a distance of 43.00 feet; thence North 00°00'00" East, a distance of 13.34 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet to the Point of Beginning.

Said lands situate, lying, and being in the City of Pompano Beach, Broward County, Florida and containing 896 square feet or 0.0206 acres more or less.



BLOCK PLAN
(NOT TO SCALE)



1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.

2) Underground improvements if any not located.

3) This drawing is not valid unless sealed with an embossed surveyors seal.

4) Boundary survey information does not infer Title or Ownership.

5) All iron rods 5/8", unless otherwise noted.

6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=8.31

7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: Δ = 10.42

8) This property lies in Flood Zone "X", Elev. = N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.

Jerald A. McLaughlin
Jerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO.
JOB ORDER NO.

T.O.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
T-9045, REF DWG 02-3-073

DRAWN BY: Note
CHECKED BY: C.A.

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

• Indicates Marker
Scale 1" = 20'

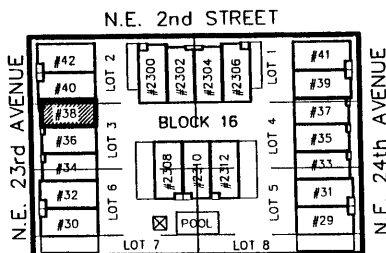
Legend
McL. Cap. = McLaughlin Cap
Elev. = Elevation
W/- = With
O/S = Offset
Conc. = Concrete
M. = Measured
P. = Plot
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #38

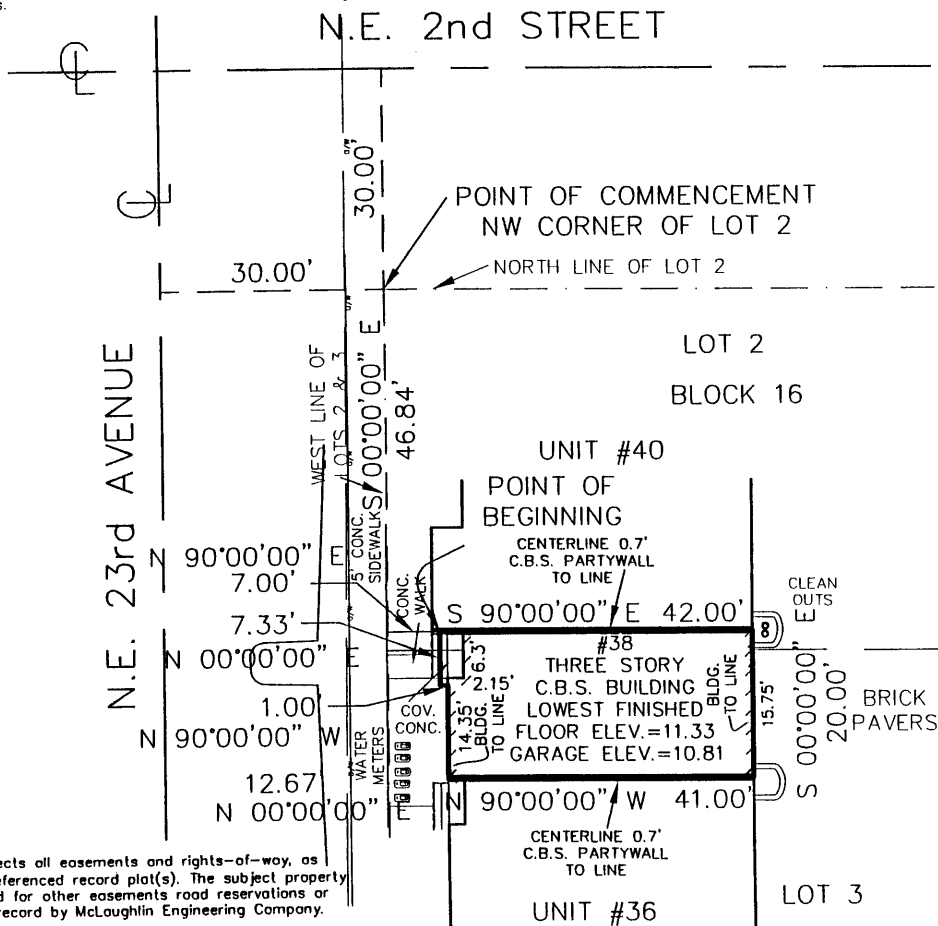
A portion of Lots 2 and 3, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Lot 2; thence South 00°00'00" East, on the West line of said Lot 2, a distance of 46.84 feet; thence North 90°00'00" East, a distance of 7.00 feet to the Point of Beginning; thence continuing North 90°00'00" East, a distance of 42.00 feet; thence South 00°00'00" East, a distance of 20.00 feet; thence North 90°00'00" West, a distance of 41.00 feet; thence North 00°00'00" East, a distance of 12.67 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 827 square feet or 0.0190 acres more or less.



BLOCK PLAN
(NOT TO SCALE)



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2) Underground improvements if any not located.

3) This drawing is not valid unless sealed with an embossed surveyor's seal.

4) Boundary survey information does not infer Title or Ownership.

5) All iron rods 5/8", unless otherwise noted.

6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=8.31

7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: 10.42

8) This property lies in Flood Zone "X", Elev.= N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO

Jerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO.
JOB ORDER NO.

T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
T-9045, REF DWG 02-J-073

DRAWN BY: Note
CHECKED BY: CA

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

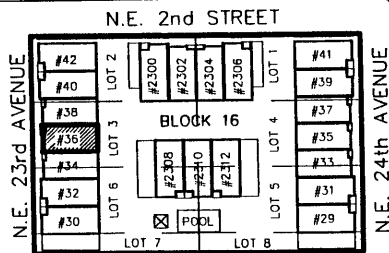
• Indicates Marker
Scale 1" = 20'
LEGAL DESCRIPTION: #36

Legend
McL. Cap. = McLaughlin Cap
Elev. = Elevation
W/- = With
O/S = Offset
Conc. = Concrete
M. = Measured
P. = Plot
C.B.S. = Concrete, Block, Stucco

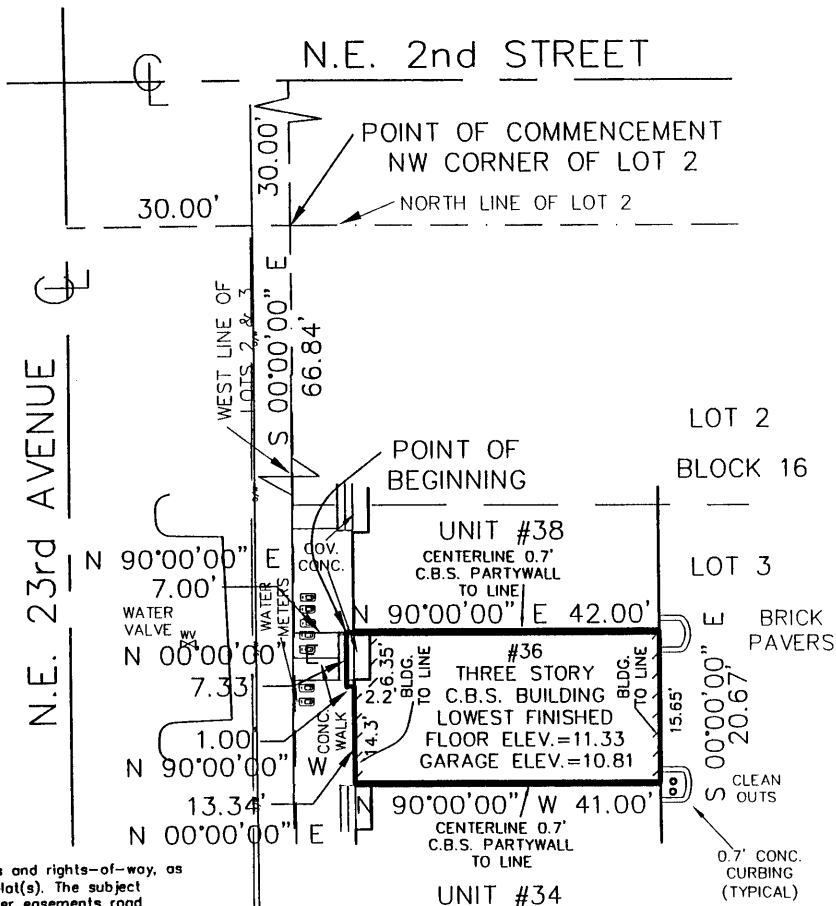
A portion of Lot 3, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of Lot 2, of said Block 16; thence South 00°00'00" East, on the West line of said Lots 2 and 3, a distance of 66.84 feet; thence North 90°00'00" East, a distance of 7.00 feet to the Point of Beginning; thence continuing North 90°00'00" East, a distance of 42.00 feet; thence South 00°00'00" East, a distance of 20.67 feet; thence North 90°00'00" West, a distance of 41.00 feet; thence North 00°00'00" East, a distance of 13.34 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 855 square feet or 0.0196 acres more or less.



BLOCK PLAN
(NOT TO SCALE)



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- 2) Underground improvements if any not located.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) Boundary survey information does not infer Title or Ownership.
- 5) All iron rods 5/8", unless otherwise noted.
- 6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=8.31
- 7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: $\frac{N}{A}$ =10.42
- 8) This property lies in Flood Zone "X", Elev.= N/A Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992. Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:
We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61C17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.
Jerald A. McLaughlin
Jerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO. T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
JOB ORDER NO. T-9045, REF DWG 02-3-073
DRAWN BY: Note
CHECKED BY: C.A.

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

Indicates Marker
Scale 1" = 20'

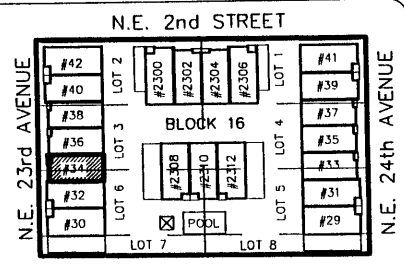
Legend
McL. Cap. = McLaughlin Cap
Elev. = Elevation
W/- = With
O/S = Offset
Conc. = Concrete
M. = Measured
P. = Plot
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #34

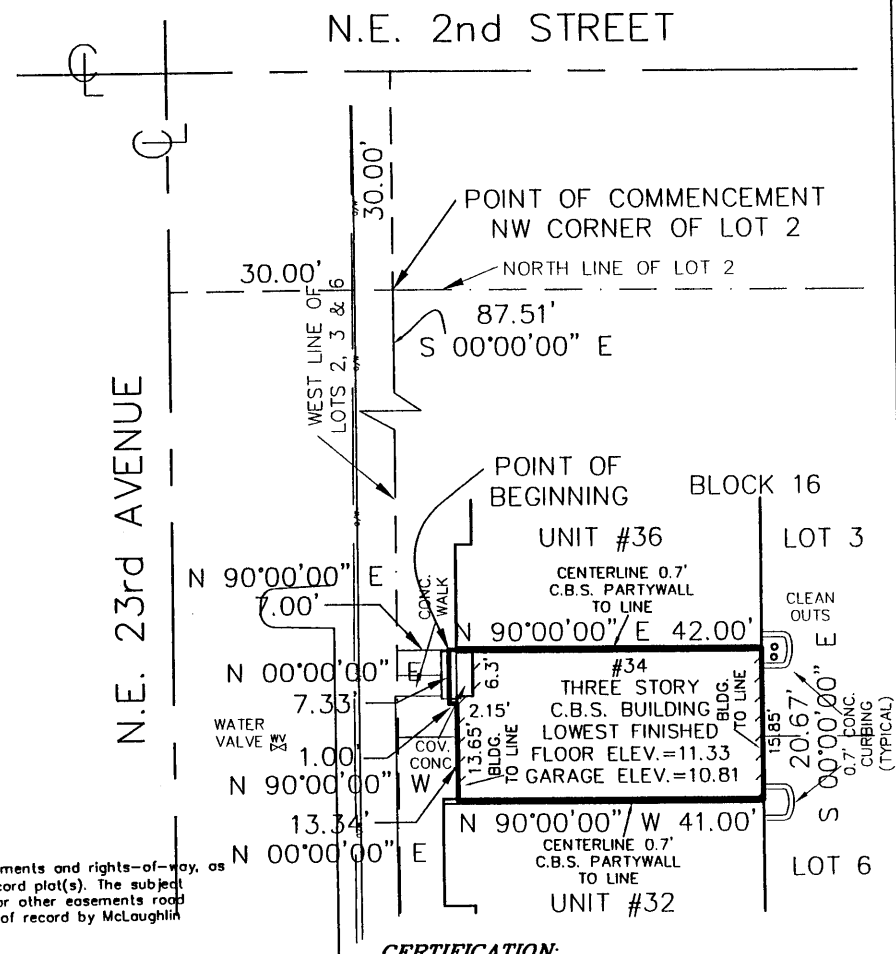
A portion of Lots 3 and 6, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of Lot 2, of said Block 16; thence South 00°00'00" East, on the West line of said Lots 2 and 3, a distance of 87.51 feet; thence North 90°00'00" East, a distance of 7.00 feet to the Point of Beginning; thence continuing North 90°00'00" East, a distance of 42.00 feet; thence South 00°00'00" East, a distance of 20.67 feet; thence North 90°00'00" West, a distance of 41.00 feet; thence North 00°00'00" East, a distance of 13.34 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 855 square feet or 0.0196 acres more or less.



BLOCK PLAN
(NOT TO SCALE)



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- 2) Underground improvements if any not located.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) Boundary survey information does not infer Title or Ownership.
- 5) All iron rods 5/8", unless otherwise noted.
- 6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation. = 8.31
- 7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: $\sqrt{N}$ = 10.42
- 8) This property lies in Flood Zone "X", Elev. = N/A Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992. Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:
We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.
[Signature]
Jerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO. T.O.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
JOB ORDER NO. T-9045, REF DWG 02-3-073
DRAWN BY: Note
CHECKED BY: CA

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

• Indicates Marker
Scale 1" = 20'

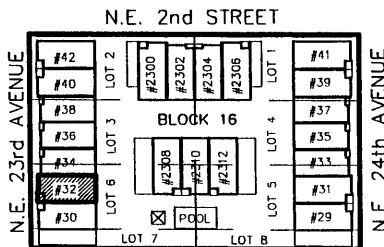
Legend
Mcl. Cap. = McLaughlin Cap
Elev. = Elevation
W/- = With
O/S = Offset
Conc. = Concrete
M. = Measured
P. = Plat
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #32

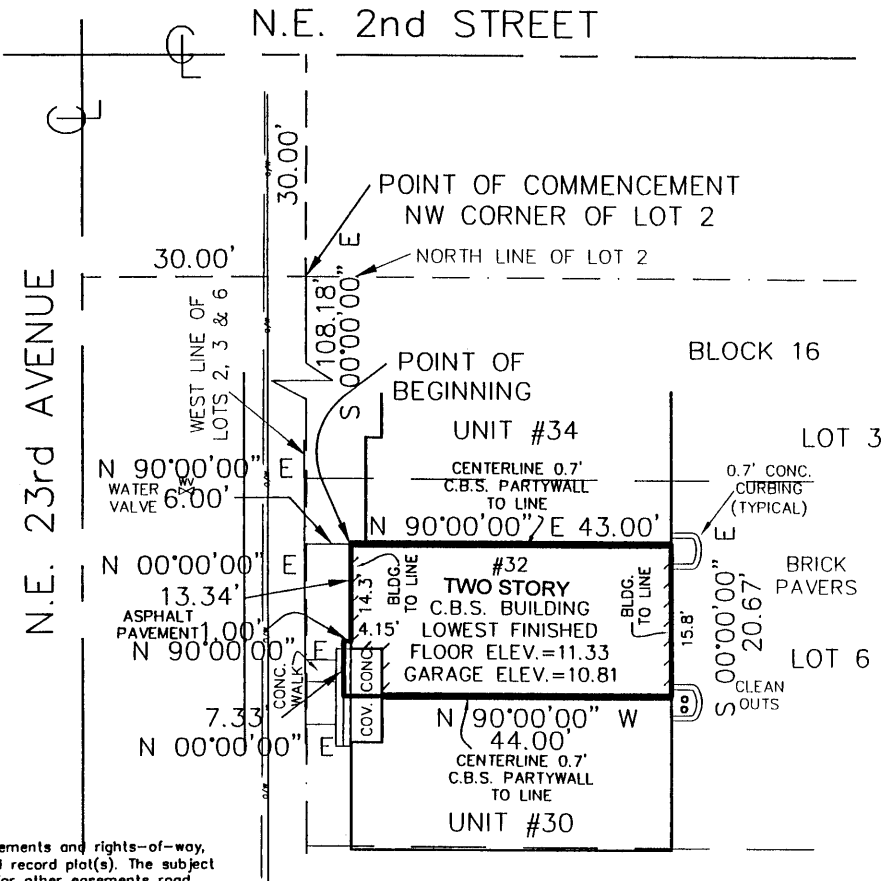
A portion of Lot 6, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of Lot 2, of said Block 16; thence South 00°00'00" East, on the West line of said Lots 2, 3 and 6, a distance of 108.18 feet; thence North 90°00'00" East, a distance of 6.00 feet to the Point of Beginning; thence continuing North 90°00'00" East, a distance of 43.00 feet; thence South 00°00'00" East, a distance of 20.67 feet; thence North 90°00'00" West, a distance of 44.00 feet; thence North 00°00'00" East, a distance of 7.33 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 13.34 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 896 square feet or 0.0206 acres more or less.



BLOCK PLAN
(NOT TO SCALE)



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3) This drawing is not valid unless sealed with an embossed surveyors seal.

4) Boundary survey information does not infer Title or Ownership.

5) All iron rods 5/8", unless otherwise noted.

6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation = 8.31

7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: $\sqrt{N}$ = 10.42

8) This property lies in Flood Zone "X", Elev. = N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.

Jerald A. McLaughlin

Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO.

T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71

DRAWN BY:

Note

JOB ORDER NO.

T-9045, REF DWG 02-3-073

CHECKED BY:

C.A.

DRAWN BY: Nale
CHECKED BY: CA

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

o Indicates Marker
Scale 1" = 20'

Legend

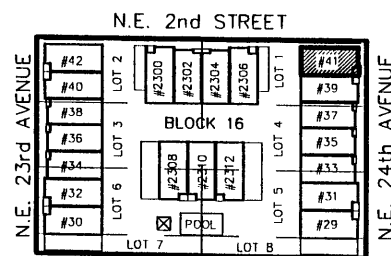
McL. Cap. = McLoughlin Cap
Elev. = Elevation
W/ = With
O/S = Offset
Conc. = Concrete
M = Measured
P = Plot
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #41

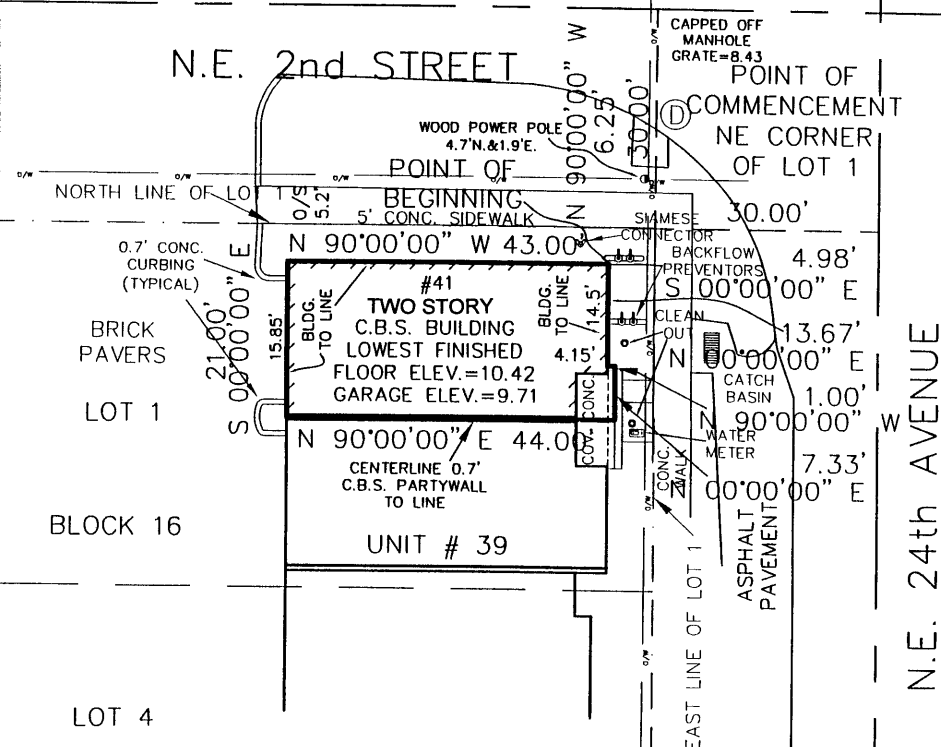
A portion of Lot 1, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 00°00'00" East, on the East line of said Lot 1, a distance of 4.98 feet; thence North 90°00'00" West, a distance of 6.25 feet to the Point of Beginning; thence continuing North 90°00'00" West, a distance of 43.00 feet; thence South 00°00'00" East, a distance of 21.00 feet; thence North 90°00'00" East, a distance of 44.00 feet; thence North 00°00'00" East, a distance of 7.33 feet; thence North 00°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 13.67 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 910 square feet or 0.0209 acres more or less



BLOCK PLAN
(NOT TO SCALE)



1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLoughlin Engineering Company.

2) Underground improvements if any not located.

3) This drawing is not valid unless sealed with an embossed surveyors seal.

4) Boundary survey information does not infer Title or Ownership.

5) All iron rods 5/8", unless otherwise noted.

6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=8.31

7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: Δ = 10.42

8) This property lies in Flood Zone "X", Elev.= N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.

Jerald A. McLaughlin

Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO.

T.O.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71

DRAWN BY:

Note

JOB ORDER NO.

T-9045, REF DWG 02-3-073

CHECKED BY:

CA

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

Indicates Marker
Scale 1" = 20'

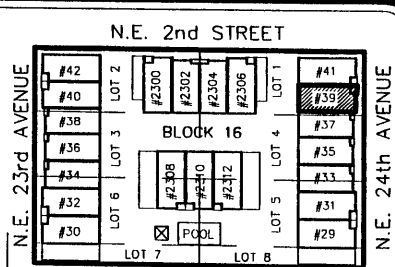
Legend
McL. Cap. = McLaughlin Cap
Elev. = Elevation
W/ = With
O/S = Offset
Conc. = Concrete
M = Measured
P = Plot
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #39

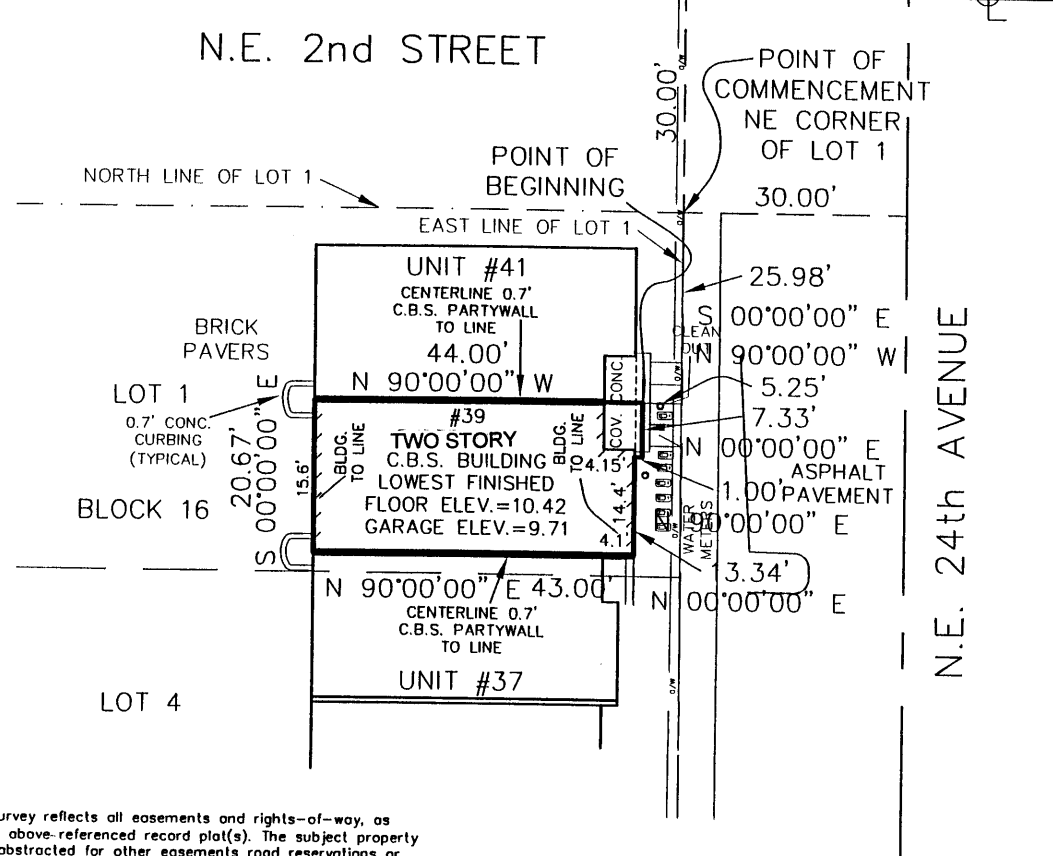
A portion of Lot 1, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 00°00'00" East, on the East line of said Lot 1, a distance of 25.98 feet; thence North 90°00'00" West, a distance of 5.25 feet to the Point of Beginning; thence continuing North 90°00'00" West, a distance of 44.00 feet; thence South 00°00'00" East, a distance of 20.67 feet; thence North 90°00'00" East, a distance of 43.00 feet; thence North 00°00'00" East, a distance of 13.34 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 896 square feet or 0.0206 acres more or less.



BLOCK PLAN
(NOT TO SCALE)



- 1) This survey reflects all easements and rights-of-way, as shown on above-referenced record plat(s). The subject property was not obstructed for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Underground improvements if any not located.
- 3) This drawing is not valid unless sealed with an embossed surveyor's seal.
- 4) Boundary survey information does not infer Title or Ownership.
- 5) All iron rods 5/8", unless otherwise noted.
- 6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=8.31
- 7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: 10.42
- 8) This property lies in Flood Zone "X", Elev.= N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:
We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.
Gerald A. McLaughlin
Gerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO. T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
JOB ORDER NO. T-9045, REF DWG 02-3-073
DRAWN BY: Nate
CHECKED BY: C.A

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

Indicates Marker
Scale 1" = 20'

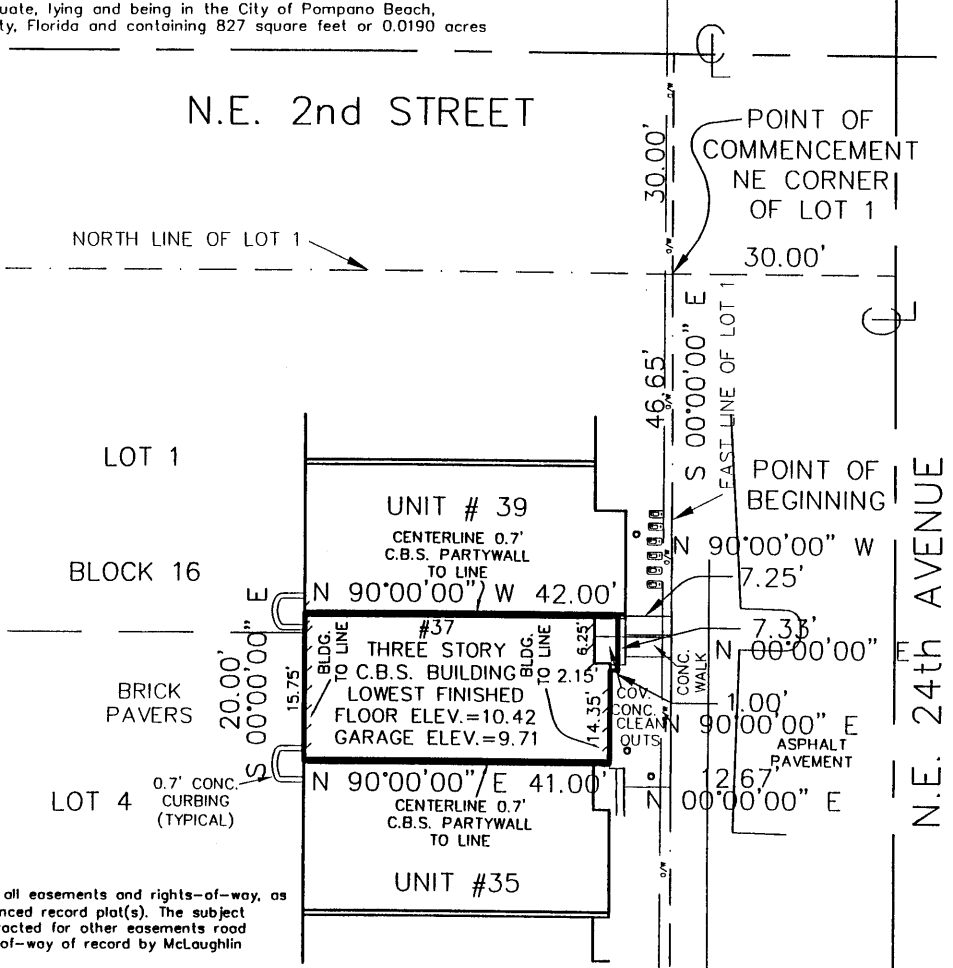
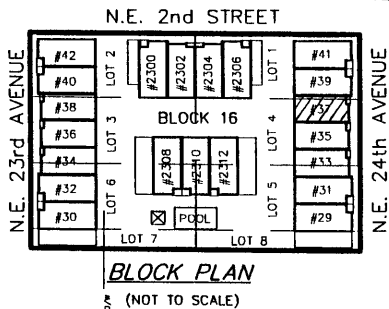
Legend
M.C. Cap. = McLaughlin Cap
Elev. = Elevation
W/- = With
O/S = Offset
Conc. = Concrete
M. = Measured
P. = Plot
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #37

A portion of Lots 1 and 4, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 00°00'00" East, on the East line of said Lot 1, a distance of 46.65 feet; thence North 90°00'00" West, a distance of 7.25 feet to the Point of Beginning; thence continuing North 90°00'00" West, a distance of 42.00 feet; thence South 00°00'00" East, a distance of 20.00 feet; thence North 90°00'00" East, a distance of 41.00 feet; thence North 00°00'00" East, a distance of 12.67 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 827 square feet or 0.0190 acres more or less.



1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.

2) Underground improvements if any not located.

3) This drawing is not valid unless sealed with an embossed surveyors seal.

4) Boundary survey information does not infer Title or Ownership.

5) All iron rods 5/8", unless otherwise noted.

6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=8.31

7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: Δ = 10.42

8) This property lies in Flood Zone "X", Elev.= N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.

Jerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO. T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
JOB ORDER NO. T-9045, REF DWG 02-3-073

DRAWN BY: Note
CHECKED BY: C.A

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

• Indicates Marker
Scale 1" = 20'

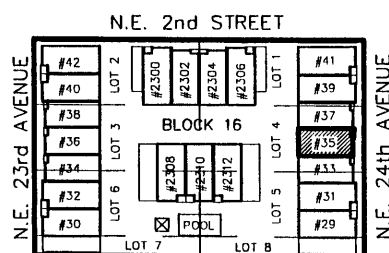
Legend
M.C. Cap. = McLaughlin Cap
Elev. = Elevation
W/ = With
O/S = Offset
Conc. = Concrete
M. = Measured
P. = Plot
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #35

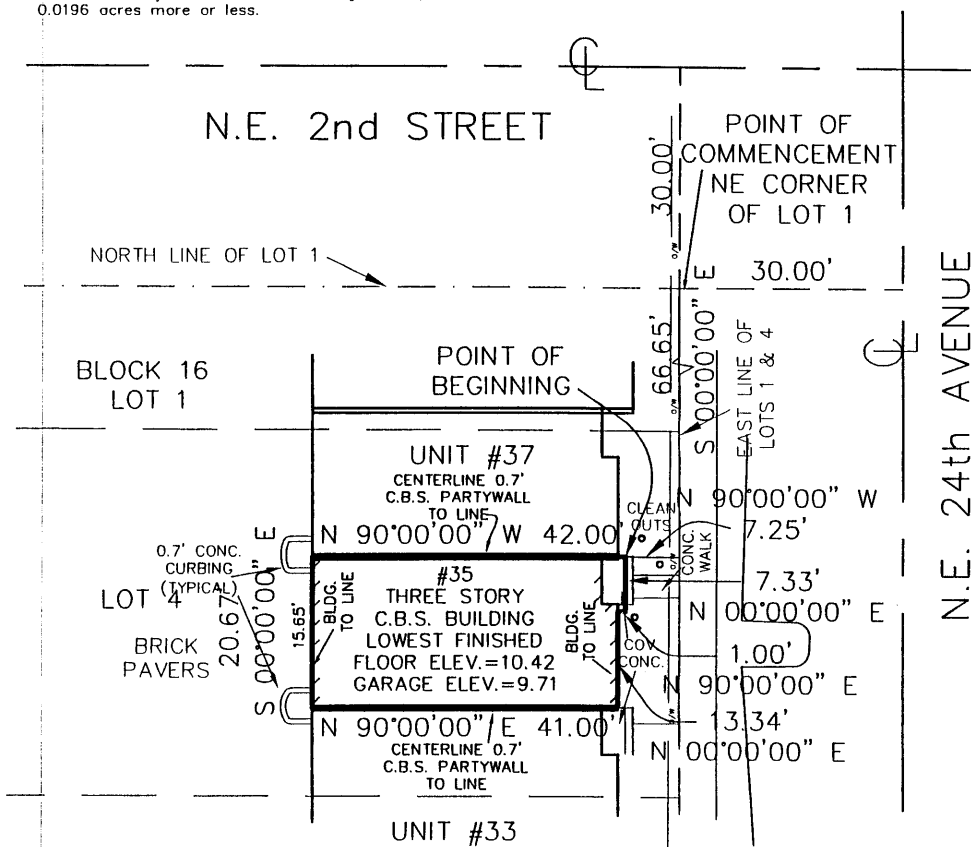
A portion of Lot 4, Block 16, PINEHURST, according to the plot thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northeast corner of Lot 1, of said Block 16, thence South 00°00'00" East, on the East line of said Lots 1 and 4, a distance of 66.65 feet; thence North 90°00'00" West, a distance of 7.25 feet to the Point of Beginning; thence continuing North 90°00'00" West, a distance of 42.00 feet; thence South 00°00'00" East, a distance of 20.67 feet; thence North 90°00'00" East, a distance of 41.00 feet; thence North 00°00'00" East, a distance of 13.34 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 855 square feet or 0.0196 acres more or less.



BLOCK PLAN
(NOT TO SCALE)



1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.

2) Underground improvements if any not located.

3) This drawing is not valid unless sealed with an embossed surveyors seal.

4) Boundary survey information does not infer Title or Ownership.

5) All iron rods 5/8", unless otherwise noted.

6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=8.31

7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: $\frac{2}{N}$ =10.42

8) This property lies in Flood Zone "X", Elev.= N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.

Jerald A. McLaughlin
Jerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO. T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
JOB ORDER NO. T-9045, REF DWG 02-3-073

DRAWN BY: Nate

CHECKED BY: CA

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

Indicates Marker
Scale 1" = 20'

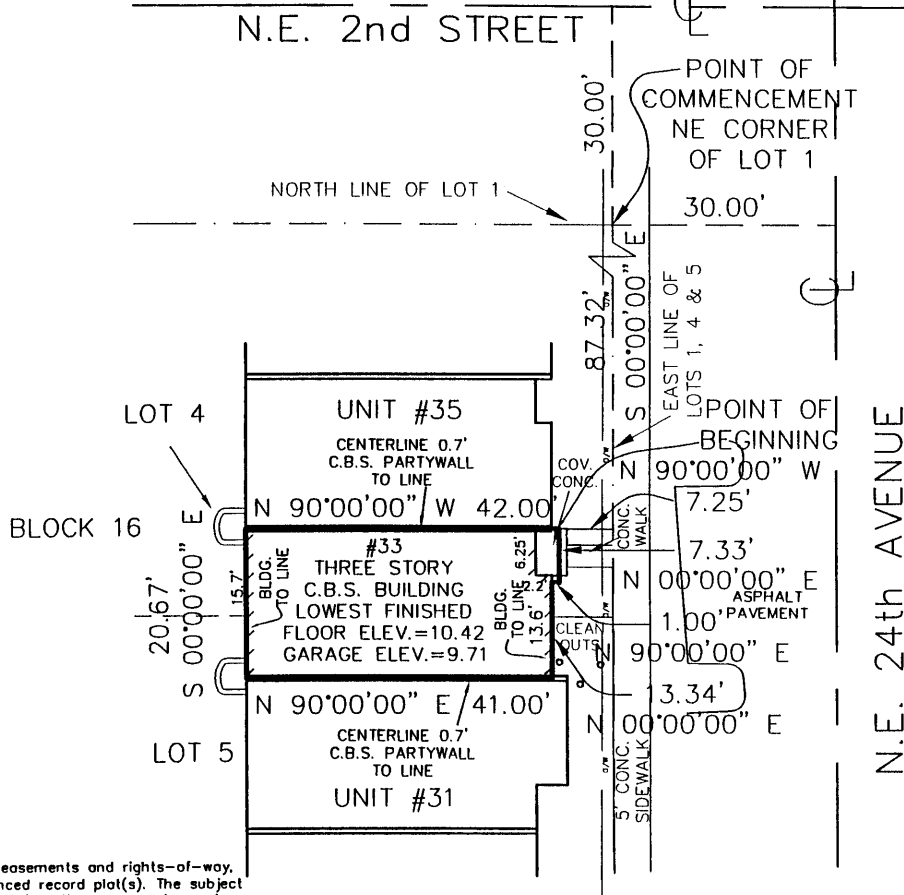
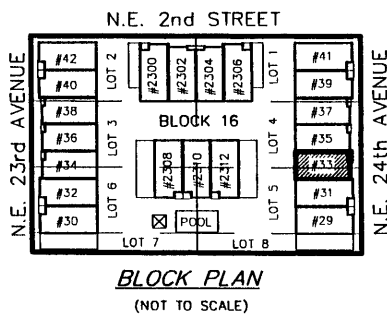
Legend
M.C. Cap. = McLaughlin Cap
Elev. = Elevation
W/- = With
O/S = Offset
Conc. = Concrete
M. = Measured
P. = Plot
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #33

A portion of Lots 4 and 5, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northeast corner of Lot 1, of said Block 16, thence South 00°00'00" East, on the East line of said Lots 1 and 4, a distance of 87.32 feet; thence North 90°00'00" West, a distance of 7.25 feet to the Point of Beginning; thence continuing North 90°00'00" West, a distance of 42.00 feet; thence South 00°00'00" East, a distance of 20.67 feet; thence North 90°00'00" East, a distance of 41.00 feet; thence North 00°00'00" East, a distance of 13.34 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 855 square feet or 0.0196 acres more or less.



1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not obstructed for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.

2) Underground improvements if any not located.

3) This drawing is not valid unless sealed with an embossed surveyors seal.

4) Boundary survey information does not infer Title or Ownership.

5) All iron rods 5/8", unless otherwise noted.

6) Reference Bench Mark: #2021 M.C.L.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=8.31

7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: Δ = 10.42

8) This property lies in Flood Zone "X", Elev.= N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.

Gerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO.
JOB ORDER NO.

T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
T-9045, REF DWG 02-J-073

DRAWN BY: Note
CHECKED BY: C.A

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

Indicates Marker
Scale 1" = 20'

Legend

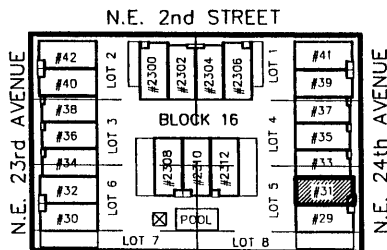
M.C. Cap. = McLaughlin Cap
Elev. = Elevation
W/ = With
O/S = Offset
Conc. = Concrete
M. = Measured
P. = Plot
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #31

A portion of Lot 5, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

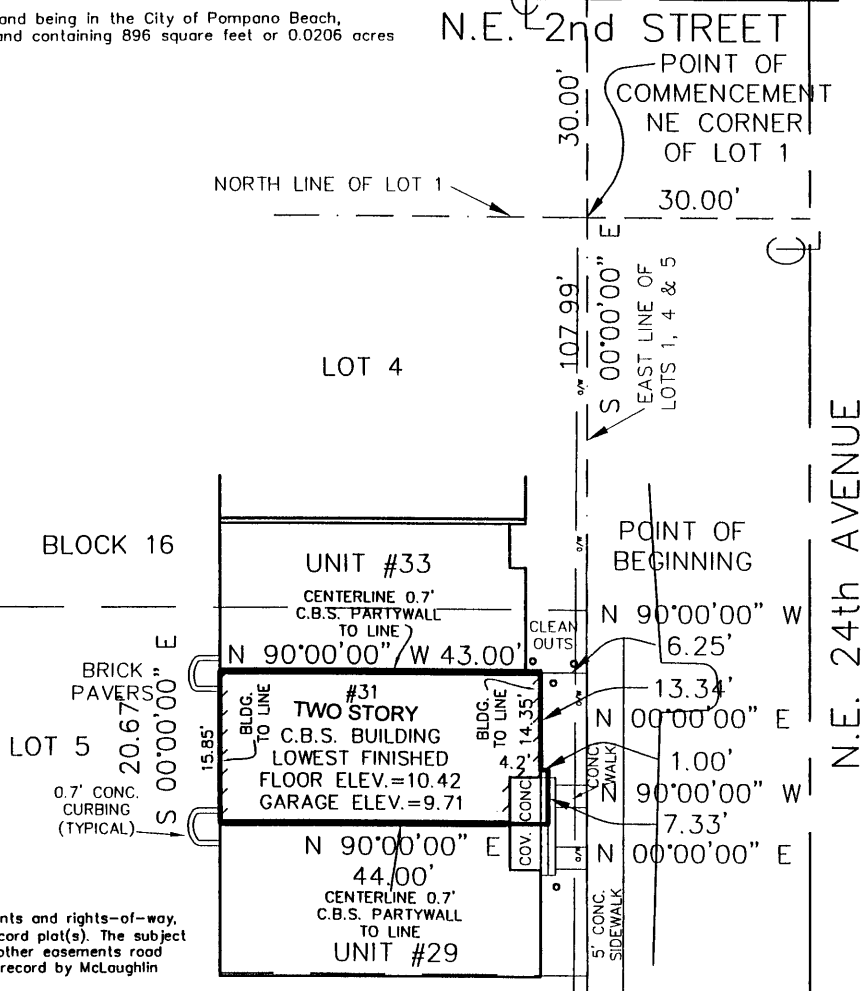
Commencing at the Northeast corner of Lot 1, of said Block 16, thence South 00°00'00" East, on the East line of said Lots 1, 4 and 5, a distance of 107.99 feet; thence North 90°00'00" West, a distance of 6.25 feet to the Point of Beginning; thence continuing North 90°00'00" West, a distance of 43.00 feet; thence South 00°00'00" East, a distance of 20.67 feet; thence North 90°00'00" East, a distance of 44.00 feet; thence North 00°00'00" East, a distance of 7.33 feet; thence North 90°00'00" West, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 13.34 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 896 square feet or 0.0206 acres more or less.



BLOCK PLAN

(NOT TO SCALE)



1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.

2) Underground improvements if any not located.

3) This drawing is not valid unless sealed with an embossed surveyors seal.

4) Boundary survey information does not infer Title or Ownership.

5) All iron rods 5/8", unless otherwise noted.

6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=8.31

7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: $\sqrt{N}$ =10.42

8) This property lies in Flood Zone "X", Elev.= N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.

Jerald A. McLaughlin
Jerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO.

T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71

DRAWN BY:

Note

JOB ORDER NO.

T-9045, REF DWG 02-3-073

CHECKED BY:

CA

McLAUGHLIN ENGINEERING COMPANY
400 NORTHEAST 3rd AVENUE
FORT LAUDERDALE, FLORIDA, 33301
ENGINEERS - SURVEYORS
(LB# 285)

PHONE: (954) 763-7611

FAX: (954) 763-7615

Indicates Marker
Scale 1" = 20'

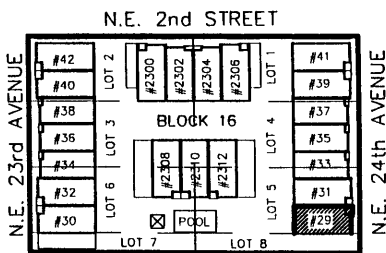
Legend
McL. Cap. = McLaughlin Cap
Elev. = Elevation
W/- = With
O/S = Offset
Conc. = Concrete
M. = Measured
P. = Plot
C.B.S. = Concrete, Block, Stucco

LEGAL DESCRIPTION: #29

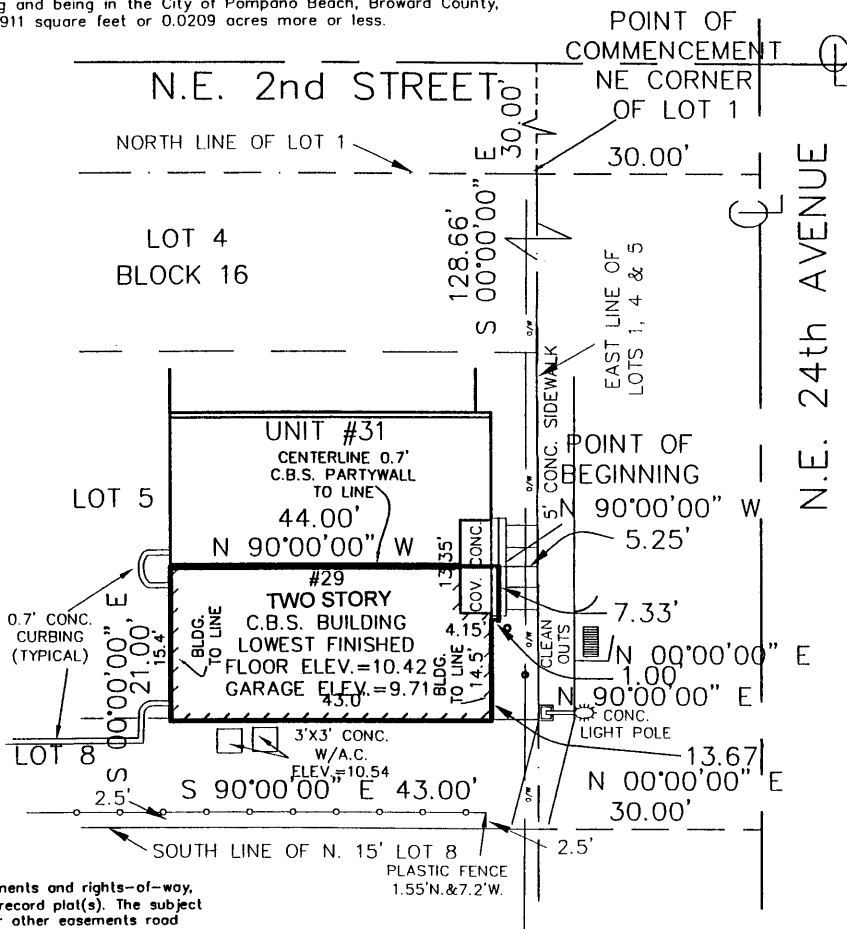
A portion of Lots 5 and 8, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northeast corner of Lot 1, of said Block 16, thence South 00°00'00" East, on the East line of said Lots 1, 4 and 5, a distance of 128.66 feet; thence North 90°00'00" West, a distance 5.25 feet to the Point of Beginning; thence continuing North 90°00'00" West, a distance of 44.00 feet; thence South 00°00'00" East, a distance of 21.00 feet; thence South 90°00'00" East, a distance of 43.00 feet; thence North 00°00'00" East, a distance of 13.67 feet; thence North 90°00'00" East, a distance of 1.00 feet; thence North 00°00'00" East, a distance of 7.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 911 square feet or 0.0209 acres more or less.



BLOCK PLAN
(NOT TO SCALE)



1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.

2) Underground improvements if any not located.

3) This drawing is not valid unless sealed with an embossed surveyors seal.

4) Boundary survey information does not infer Title or Ownership.

5) All iron rods 5/8", unless otherwise noted.

6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=8.31

7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: 2.5' =10.42

8) This property lies in Flood Zone "X", Elev.= N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.

Jerald A. McLaughlin

Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO.
JOB ORDER NO.

T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
T-9045, REF DWG 02-3-073

DRAWN BY:
CHECKED BY:

Note
CA

DRAWN BY: Nate
CHECKED BY: CA

DRAWN BY: Note
CHECKED BY: CA

PHONE: (954) 763-7611

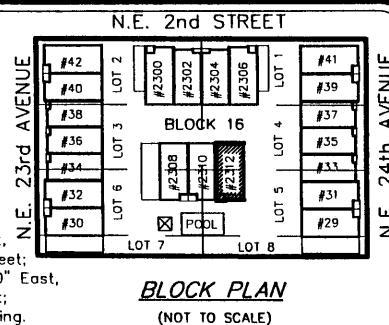
FAX: (954) 763-7615

Legend
MCL. Cap. = McLaughlin Cap
Elev. = Elevation
W/ = With
O/S = Offset
Conc. = Concrete
M. = Measured
P. = Plot
C.B.S. = Concrete, Block, Stucco

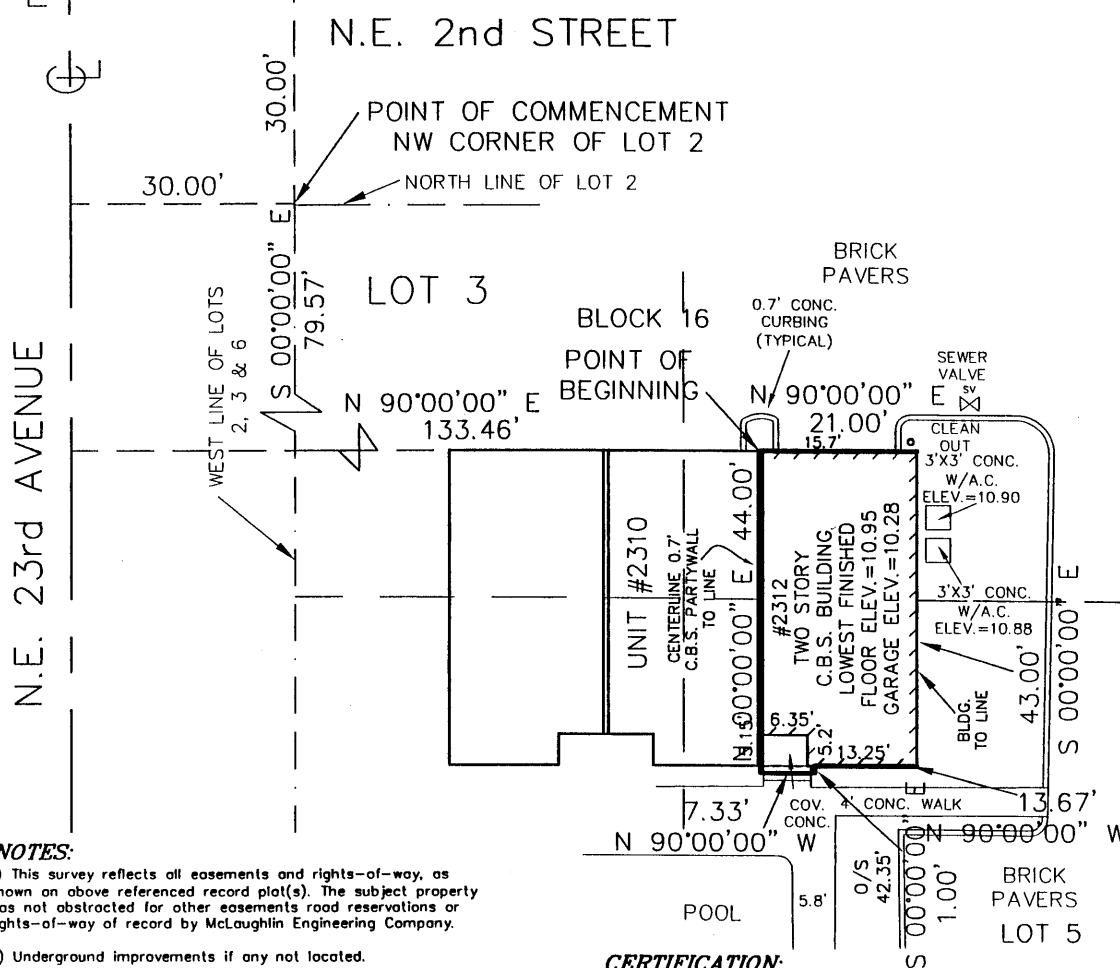
A portion of Lots 4 and 5, Block 16, PINEHURST, according to the plat thereof, as recorded in Plat Book 5, Page 13, of the public records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of Lot 2, of said Block 16; thence South 00°00'00" East, on the West line of Lots 2 and 3 of said Block 16, a distance of 79.57 feet; thence North 90°00'00" East, a distance of 133.46 feet to the Point of Beginning; thence continuing North 90°00'00" East, a distance of 21.00 feet; thence South 00°00'00" East, a distance of 43.00 feet; thence North 90°00'00" West, a distance of 13.67 feet; thence South 00°00'00" East, a distance of 1.00 feet; thence North 90°00'00" West, a distance of 7.33 feet; thence North 00°00'00" East, a distance of 44.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 911 square feet or 0.0209 acres more or less.



BLOCK PLAN
(NOT TO SCALE)



NOTES:

- 1) This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not obstructed for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
- 2) Underground improvements if any not located.
- 3) This drawing is not valid unless sealed with an embossed surveyors seal.
- 4) Boundary survey information does not infer Title or Ownership.
- 5) All iron rods 5/8", unless otherwise noted.
- 6) Reference Bench Mark: #2021 McL.P.R.M. Mark N.E. 2nd St. & N.E. 24th Ave. Elevation.=B.31
- 7) Elevations shown refer to National Geodetic Vertical Datum (1929), and are indicated thus: $\frac{1.42}{\text{}} = 10.42$
- 8) This property lies in Flood Zone "X", Elev.= N/A
Per Flood Insurance Rate Map No. 12011C0119 F Dated: August 18, 1992.
Community Panel No. 120055 Index Map Dated: October 2, 1997.

CERTIFICATION:

We hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 10th day of February, 2005.

McLAUGHLIN ENGINEERING CO.

Jerald A. McLaughlin
Registered Land Surveyor No. 5269
State of Florida

"NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL"

FIELD BOOK NO. T.D.S., PRINTS, LB220/77, LB247/5, 23 & 41, LB251/5 & 30, LB 254/71
JOB ORDER NO. T-9045, REF DWG 02-3-073

DRAWN BY: Note
CHECKED BY: CA