



Order#: JENVAL1120-001

Registered Agent Name & Address:

Michael Bass PA
1408 S Andrews Ave
Fort Lauderdale, FL 33316

Principal Address:

2918 FUNSTON ST
CLUB HOUSE
HOLLYWOOD, FL 33020

--Homeowners Association(s)--

TOWN COLONY CONDOMINIUM CORPORATION, INC. (ACTIVE) – PER CCR RECORDED
INBOOK/PAGE 2861/204

Please note: Per document search, the Articles of Incorporation and By-Laws are not available.

--Attachment(s)--

1 Typed Report

1 Sunbiz Snapshot

12 Documents



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

TOWN COLONY CONDOMINIUM CORPORATION, INC.

Filing Information

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Event Date Filed	07/27/2016

Principal Address

2918 FUNSTON ST
CLUB HOUSE
HOLLYWOOD, FL 33020

Changed: 03/25/2008

Mailing Address

PO Box 50373
Lighthouse Point, FL 33074

Changed: 04/29/2017

Registered Agent Name & Address

Michael Bass PA
1408 S Andrews Ave
Fort Lauderdale, FL 33316

Name Changed: 04/29/2017

Address Changed: 04/29/2017

Officer/Director Detail

Name & Address

Title Director

Zahora, Gabriel
PO Box 50373
Lighthouse Point, FL 33074

Title Director

Glewis, Gayle
PO Box 50373
Lighthouse Point, FL 33074

Title Director

George, Mitzi
PO Box 50373
Lighthouse Point, FL 33074

Annual Reports

Report Year	Filed Date
2018	03/26/2018
2019	04/23/2019
2020	05/18/2020

Document Images

05/18/2020 -- ANNUAL REPORT	View image in PDF format
04/23/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
04/29/2017 -- ANNUAL REPORT	View image in PDF format
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02/10/1995 -- ANNUAL REPORT	View image in PDF format

DECLARATION OF CONDOMINIUM

-OF-

THE TOWN COLONY

Hollywood, Florida

MADE this 26th day of December 1963, by TOWN COLONY, INC., a Florida corporation, hereinafter called developer, for itself, its successors, grantees and assigns, to its grantees and assignees and their heirs, successors and assigns.

WHEREIN the developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use.

1. The land. The lands owned by developer which are hereby submitted to the condominium form of ownership are the following described lands lying in Broward County, Florida:

A Portion of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of Lot 3, Block 4, Section 21, Township 51 South, Range 42 East, according to the Map of Hallandale, as recorded in Plat Book "B", Page 13 of the Public Records of Dade County, Florida, said lands lying and being in Broward County, Florida, as more particularly described in Exhibit "A".

which lands are herein called "the land", and upon which developer proposes to construct a multi-family residential community designated as The Town Colony, a condominium, pursuant to Section 8 (1) (b) of the Florida Condominium Act, Chapter 63-35.

2. Condominium. Condominium is that form of ownership under which the units of a building intended for independent use are owned by different owners in fee simple, and the parts of the building other than such units, as well as the land, are owned by such owners in undivided shares as tenants in common, which undivided shares are appurtenances to the respective units of the building.

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1001 N. E. 125th STREET
NORTH MIAMI, FLORIDA 33161

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.3 Condominium documents. The documents by which the condominium will be established, and which are referred to in said documents as the condominium documents, are the following:

(a) This Declaration of Condominium, herein called declaration, which sets forth the nature of the property rights in the condominium and the covenants running with the land which govern those rights. All of the other condominium documents shall be subject to the provisions of the Declaration.

(b) Articles of Incorporation of Town Colony Condominium Corporation, a corporation not for profit, by which the owners of apartments will administer the condominium.

(c) By-Laws of Town Colony Condominium Corporation.

2. Definitions. As used in this declaration and the other condominium documents, unless the context otherwise requires,

.1 Apartment means a part of an apartment building capable of any type of independent use, including one or more rooms or enclosed spaces as well as open spaces located on one or more floors (or part or parts thereof), and with a direct exit to a public street or highway or to a common area leading to such street or highway. In the case of an unimproved apartment building site, apartment means the right to construct an apartment upon such site. When used in a conveyance of an apartment, and elsewhere when the context permits, the word "apartment" shall include the appurtenances thereto which are elsewhere described.

.2 Apartment building means a building containing one or more apartments which is located upon the land.

.3 Assessment means an apartment owner's prorata share of the common expenses which from time to time is assessed against an apartment owner by the Association in the manner herein provided.

.4 Association means Town Colony Condominium Corporation and its successors through which all of the apartment owners act as a group in accordance with this declaration and the other condominium documents.

.5 General Common elements includes within its meaning the following items:

(1) The land and all improvements not included within an apartment building, except the limited common elements as hereinafter set out.

(2) Easements.

(3) Installations for the furnishing of utility services to more than one apartment, or to an apartment other than the apartment containing the installation concerned, such as, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.

(4) The personal property and installations in connection therewith required for the furnishing of services to more than one apartment, such as, but not limited to, elevators, tanks, pumps, motors, fans, compressors.

(5) The tangible personal property required for the maintenance and operation of the condominium property.

(6) All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium, other than limited common elements.

.6 Limited common elements means and includes those areas which are reserved for use of a certain apartment or apartments to the exclusion of the other apartments. The limited common elements of an apartment include, but are not limited to, the parcel upon which the building containing the apartment is

located, and all parts of such building not included within the apartment.

.6 (1) Common Elements means and includes general common elements and limited common elements.

.7 Common expenses means and includes:

(1) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments which are the responsibility of the Association.

(2) Expenses agreed upon as common expenses by the Association.

(3) Expenses declared common expenses by provisions of this declaration or other condominium documents.

.8 Parcel means one of the tracts into which the land is divided by the plat which is Exhibit B.

.9 Person means an individual, corporation, trustee or other legal entity capable of holding title to real property.

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

3. The Condominium. The condominium to which the land is hereby submitted and which shall be known as The Town Colony, a condominium, shall be constituted as follows:

1. Development plan. The Town Colony will be developed in the following manner:

(a) Parcels. The land is divided into 5 parcels identified by capital letters. A plat of the land

showing these parcels is attached as Exhibit B.

(b) Easements. Easements are reserved for private street purposes and walkways and for utility services as shown upon the plat which is Exhibit B.

(c) Improvements. The improvements constructed and which are permitted to be constructed upon the land are as follows:

(1) Subdivision improvements. Developer has contracted for the construction and installation of the following subdivision improvements:

(i) Water supply facilities and sanitary sewage disposal facilities.

(ii) Electrical power supply facilities connected with the Florida Power and Light Company.

(iii) Lighting for streets and grounds.

(iv) Paving of streets and walkways.

(2) Apartment buildings. The condominium may include not more than 56 apartments in not more than 4 apartment buildings which will be designated by the letter designation of the parcel or parcels upon which a building is constructed, such parcels being those shown upon the plat which is Exhibit B. Each building shall contain 14 apartments.

(3) General common element improvements. The condominium will include recreational and other facilities constructed upon Parcel E, as shown on Exhibit B which will be part of the general common elements. The recreational facilities to be constructed include swimming pool, club house, association office, gardens and other landscaping.

.2 Apartments. The apartments shall be constituted as follows:

(a) Real property. Each apartment, together

with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property, subject only to the provisions of the condominium documents.

(b) Possession. Each apartment owner shall be entitled to the exclusive possession of his apartment.

(c) Boundaries. Each apartment shall include all of the apartment building within the boundaries of the apartment, which boundaries shall be determined in the following manner:

(1) Horizontal boundaries. The upper and lower boundaries of the apartment shall be

(i) Upper boundary

(a) Apartments next to roof - the plane of the under surfaces of the chords of the roof trusses which serve as ceiling joists.

(b) Other apartments - the plane of the under surfaces of the ceiling joists.

(ii) Lower boundary

(a) Apartments with floors on fill - - the under surface of the floor slab.

(b) Other apartments -- the plane of the under surfaces of the floor joists.

(2) Vertical boundaries. The vertical boundaries of the apartment shall be

(i) Exterior boundaries -- the exterior of the outside walls of the apartment building except where there is attached to the building a balcony, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, in which event the boundaries shall be such as will in-

clude all of such structures.

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(ii) Interior boundaries -- the center line of boundary walls between apartments.

(d) Appurtenances. The ownership of each apartment shall include, and there shall pass with each apartment as appurtenances thereto whether or not separately described, all of the rights, title and interest of an apartment owner in the condominium property which shall include but not be limited to

(1) General Common Elements. An undivided share in the general common elements.

(2) Limited common elements. An undivided share in the limited common elements, in amount set forth in deed, including but not limited to the parcel upon which the apartment building is located, and all parts of such building not included within the apartment.

(3) Automobile parking, assigned to the apartment, as shown by survey, and the exclusive right to use the same.

(4) Easements for the benefit of the apartment.

(5) Association membership and interests in funds and assets held by the Association.

(6) Provided, however, that such appurtenances shall be subject to the easements for the benefit of other apartments and the Association.

(e) Easement to air space. The appurtenances shall include an exclusive easement for the use of the air space occupied by the apartment as it exists at any particular time and as the apartment may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(f) Cross easements. The appurtenances shall include the following easements from each apartment owner to each

other apartment owner and to the Association:

(1) Ingress and egress. Easements through the common areas for ingress and egress.

(2) Maintenance, repair and replacement. Easements through the apartments and common elements for maintenance, repair and replacement of the apartments and common elements. Such access to the apartments shall be only during reasonable hours except that access may be had at any time in case of emergency.

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

(4) Utilities. Easements through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments and the common elements; provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed unless approved in writing by the apartment owner.

(g) Maintenance. The responsibility for the maintenance of an apartment shall be as follows:

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

(i) All portions of the apartment, except interior wall surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building, interior

boundary walls of apartments, and load-bearing columns.

(ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(iii) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

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

(i) To maintain, repair and replace at his expense all portions of the apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(ii) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(iii) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

(h) Alteration and improvement. No apartment owner shall make any alterations in the portions of the apartment and apartment building which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first

obtaining unanimous approval of all owners of other apartments in the same building and the approval of the board of directors of the Association .

.3 Common elements. The ownership and the use of the common elements shall be governed by the following provisions:

(a) Covenant against partition. In order to preserve the condominium the common elements shall remain undivided and no apartment owner nor any other person shall bring any action for partition or division of the whole or any part thereof of the common elements so long as any apartment building in useful condition exists upon the land.

(b) Non-exclusive possession. Each apartment owner and the Association may use the common elements for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other apartment owners.

(c) Maintenance and operation. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association; provided, however, that in case of emergency and in order to preserve the property or for the safety of the occupants, an apartment owner may assume the responsibility therefor, and he shall be relieved of liability for his acts performed in good faith and he shall be reimbursed for his expense by the Association when approved by its board of directors.

(d) Alteration and improvement. After the construction of an apartment building, there shall be no alteration of such building nor further improvement of the parcel upon which the building is located without prior approval in writing of all of the owners thereof and of the board of directors of the Association.

.4 Assessments. Assessments against the apartment owners shall be made by the Association and shall be governed by the following provisions:

(a) Share of expense.

(1) Limited common expenses. The common expenses attributable to a particular apartment building and to the limited common elements appertaining thereto shall be the liability of the owners of the apartments in such building. Each apartment owner shall be liable for only a proportionate share of such expense, such share being the same as his undivided share in the limited common elements appurtenant to his apartment and which is stated in Schedule "C" attached hereto, and by reference made a part hereof.

(2) General common expenses. The expenses attributable to the general common elements shall be the liability of all of the apartment owners, but each apartment owner shall be liable for only 1/56th of such expense for each apartment owned by him.

(b) Accounts. All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the apartment owners in the respective shares in which they are paid, and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

(1) Apartment building expense account for each apartment building to which shall be credited collections of assessments for limited common expenses attributed to the building concerned.

(2) General expense account to which shall be credited collections of assessments for general common expenses.

(c) Liability for assessments. An apartment

owner shall be liable for all assessments coming due, and the Association shall have a lien on each apartment and appurtenances thereto, for unpaid assessments with rights and remedies appertaining thereto according to the Florida Statutes controlling.

.5 Administration. The administration of the condominium, including but not limited to the acts required of the Association by the condominium documents, the holding of title to the General Common areas.

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

.1 Authority to purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and the provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements shall be deposited with the Association. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense, but all such insurance shall be obtained from an insurance company from which the Association purchases policies covering the same risk, liability of peril, upon the condominium property if the Association has such coverage.

.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the condominium property shall be insured in an amount equal to the maximum insur-

able replacement value, excluding foundation and excavation costs, as determined annually by the board of directors of the Association. Such coverage shall afford protection against

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

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

(b) Public liability in such amounts and with such coverage as shall be required by the board of directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmens Compensation policy to meet the requirements of law.

.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account or to apartment building expense accounts as shall be appropriate.

.4 Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

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

apartment and may be enforced by him.

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

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

.6 Reconstruction or repair after casualty

.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, it shall be reconstructed or repaired unless otherwise determined by at least 75% of the Association.

(a) General Common element. If the damaged improvement is a general common element, the damaged property shall be reconstructed or repaired, unless otherwise determined by a vote of not less than 75% approving said determination, of the entire membership of the Association.

(b) Apartment building. If the damaged improvement is to an apartment building, the damaged property shall be reconstructed or repaired, unless otherwise determined by a vote of not less than 75% approving said determination, of the owners of the apartments in said apartment building.

.2 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the

apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

.3 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Association, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to general common elements, in sufficient amounts to provide funds to pay the estimated costs.

5. Taxes and special assessments.

.1 Anticipated assessments. It is anticipated that taxes and special assessments upon the condominium property will be assessed by the taxing authorities as follows:

(a) Upon each apartment—to the owner of the apartment and the prorata share of Limited common elements.

(b) Upon General Common elements - to the Association.

.2 When assessed otherwise. Any taxes and special assessments upon the condominium property which are not assessed shall be included in the budget of the Association, and shall be paid by the Association as a common expense.

7. Use restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

.1 Single Family residences. The condominium property shall be used only for single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be

occupied only by a single family as its residence and for no other purpose.

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

.3 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

8. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

.1 Legal proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be ground for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or in a proper case by an aggrieved apartment owner.

.2 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any

member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances.

.3 Costs and attorneys' fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

.4 No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

9. Amendment. Except for alterations in the shares of apartment owners in the common elements, for which provision is elsewhere made, the condominium documents may be amended in the following manner:

.1 Declaration of condominium. Amendments to the declaration shall be proposed and adopted in the following manner:

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

(b) Resolution. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the apartment owners meeting as members of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Directors and

apartment owners not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by all of the directors and by not less than 75% of the members of the Association.

(c) Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida.

.2 Association charter and by-laws. The articles of Incorporation and the by-laws of the Association shall be amended in the manner provided by such documents.

.3 Proviso. Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner or owners. Further providing that all amendments to any condominium documents shall require the approval of all first mortgagees effected thereby before becoming affective and becoming effective.

10. Termination. The condominium shall be terminated in the following manner:

.1 Agreement. The termination of the condominium may be effected by unanimous agreement of the apartment owners, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

.2 Destruction. In the event it is determined in the manner elsewhere provided that the condominium property shall not be reconstructed after casualty, the condominium plan of ownership will be terminated and the condominium documents revoked. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward

County, Florida.

.3 Shares of owners after termination. After termination of the condominium the apartment owners shall own the condominium property as tenants in common in undivided shares, and their respective mortgagees and lienees shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be, in the general common elements, limited common elements, equal to the apartment owners percentage ownership, in said common elements, under the condominium.

11. Covenants running with the land. All provisions of the condominium documents shall be construed to be covenants running with the land, and with every part thereof and interest therein, including but not limited to every apartment and the appurtenances thereto; and every apartment owner and claimant of the land or of any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

12. Apartment transfers. Any transfer of an apartment shall include all appurtenances thereto whether or not specifically described, including but not limited to the apartment owner's share in the general common elements, limited common elements, automobile parking spaces, storage closets, easements, Association membership and interests in funds and assets held by the Association.

13. Voting Rights. There shall be one vote for each apartment and such vote shall be exercisable by the owner or owners thereof.

14. Severability. The invalidity of any covenant, restriction or other provision of the condominium documents shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the Developer has executed this

Declaration the day and year first above written.

Witnesses:

Y. H. Goodman
Edward Corwin

TOWN COLONY, INC., a Florida corporation

BY:

Simon Lipsitz
President

Attest:

Edward Corwin
Secretary



STATE OF FLORIDA)

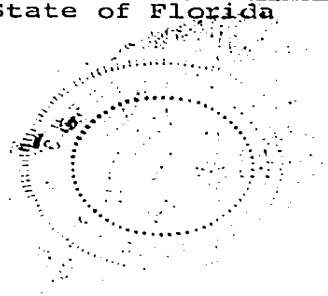
COUNTY OF DADE) SS:-

I, an officer authorized to take acknowledgments according to the Laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that SIMON LIPSITZ and EDWARD CORWIN, respectively as President and Secretary of TOWN COLONY, INC., a Florida corporation, to me personally known, this day acknowledged before me that they executed the foregoing Declaration of Condominium as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said mortgage.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Miami, said County and State, this 27th day of July, A.D. 1964.

Edward Corwin
Notary Public, State of Florida
at Large

My Commission Expires:



74 961 pg 2 Exhibit "A"

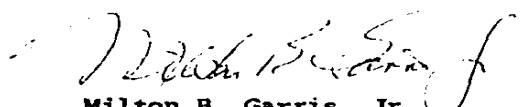
LEGAL DESCRIPTION

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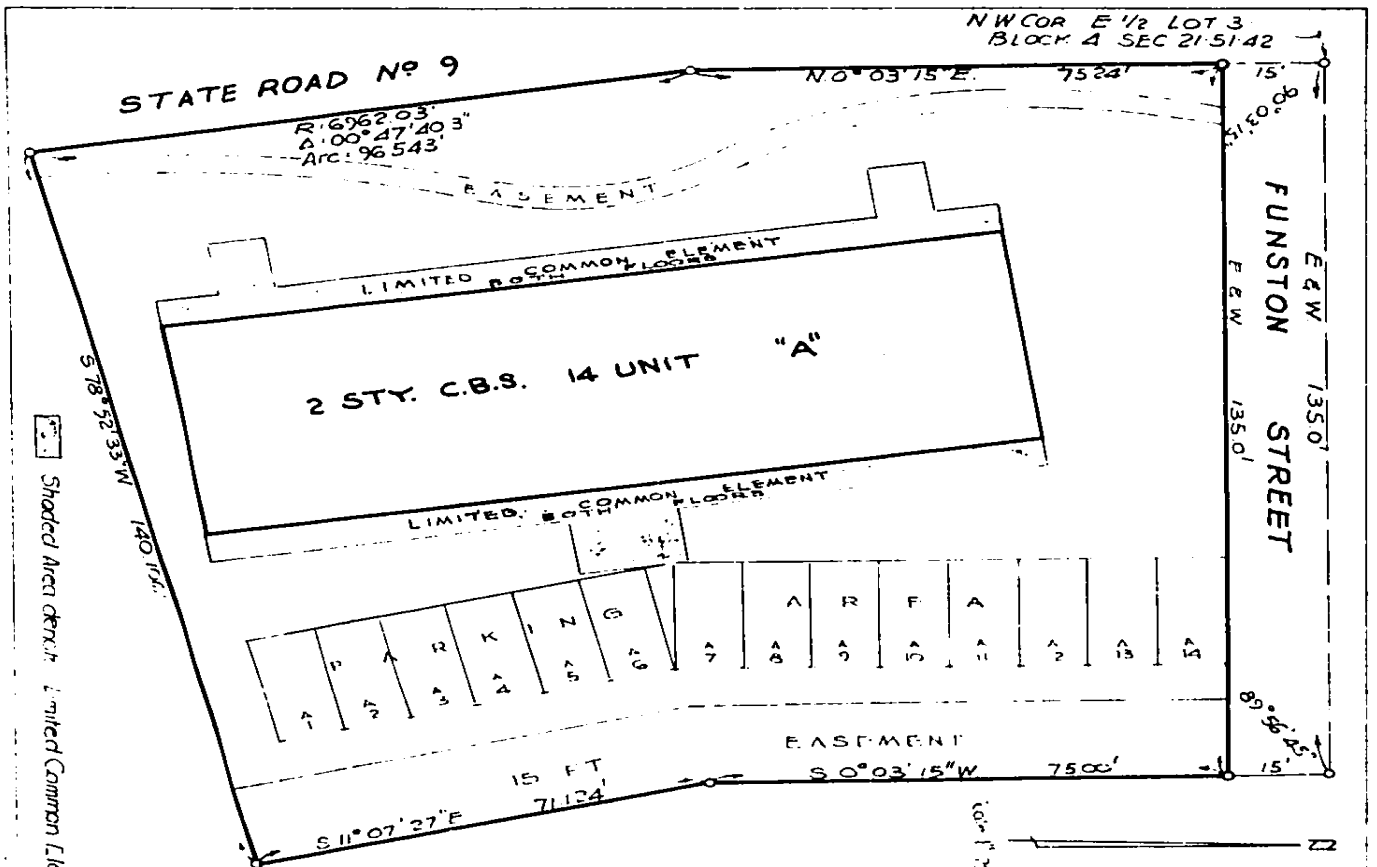
TOWN COLONY, INC., APARTMENT SITE
BROWARD COUNTY, FLORIDA

Begin at the NW corner of the East $\frac{1}{2}$ of Lot 3, Block 4 of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 120 feet; Thence South 00 degrees 03 minutes 15 seconds West, parallel to the West line of the East $\frac{1}{2}$ of the said Lot 3, for a distance of 91.45 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 165.51 feet; Thence South 00 degrees 02 minutes 30 seconds West, parallel to the East line of the said Lot 3, for a distance of 413.82 feet to a point on the South line of the said Lot 3; Thence South 89 degrees 58 minutes 15 seconds West along the South line of the said Lot 3, for a distance of 73.93 feet to the Easterly right-of-way line of State Road No.9; Thence North 8 degrees 09 minutes 00 seconds West, along the Easterly right-of-way line of State Road No.9 for a distance of 321.74 feet to the beginning of a tangential circular curve; Thence Northerly along the Easterly right-of-way line of State Road No.9 and along the said circular curve to the right having a radius of 6,962.03 feet through a central angle of 2 degrees 08 minutes 35.5 seconds for an arc distance of 260.42 feet to the intersection thereof with the West line of the East $\frac{1}{2}$ of the said Lot 3; Thence North 00 degrees 03 minutes 15 seconds East for a distance of 90.24 feet to the point of beginning, LESS the North and South 15 feet thereof.


Milton B. Garriss, Jr.
Registered Civil Engineer No.3592
Registered Land Surveyor No.729
State of Florida

May 1, 1964

M. B. GARRISS
CIVIL AND CONSULTING ENGINEERS



Shaded Area denotes Limited Common Element

M. B. GARDI,
OCTOBER 10, 1963

CIVIL & CONSULTING ENGINEER
MIAMI, FLORIDA

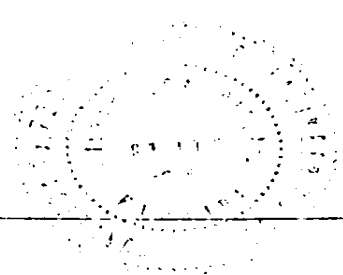
LEGAL DESCRIPTION
PARCEL "A"

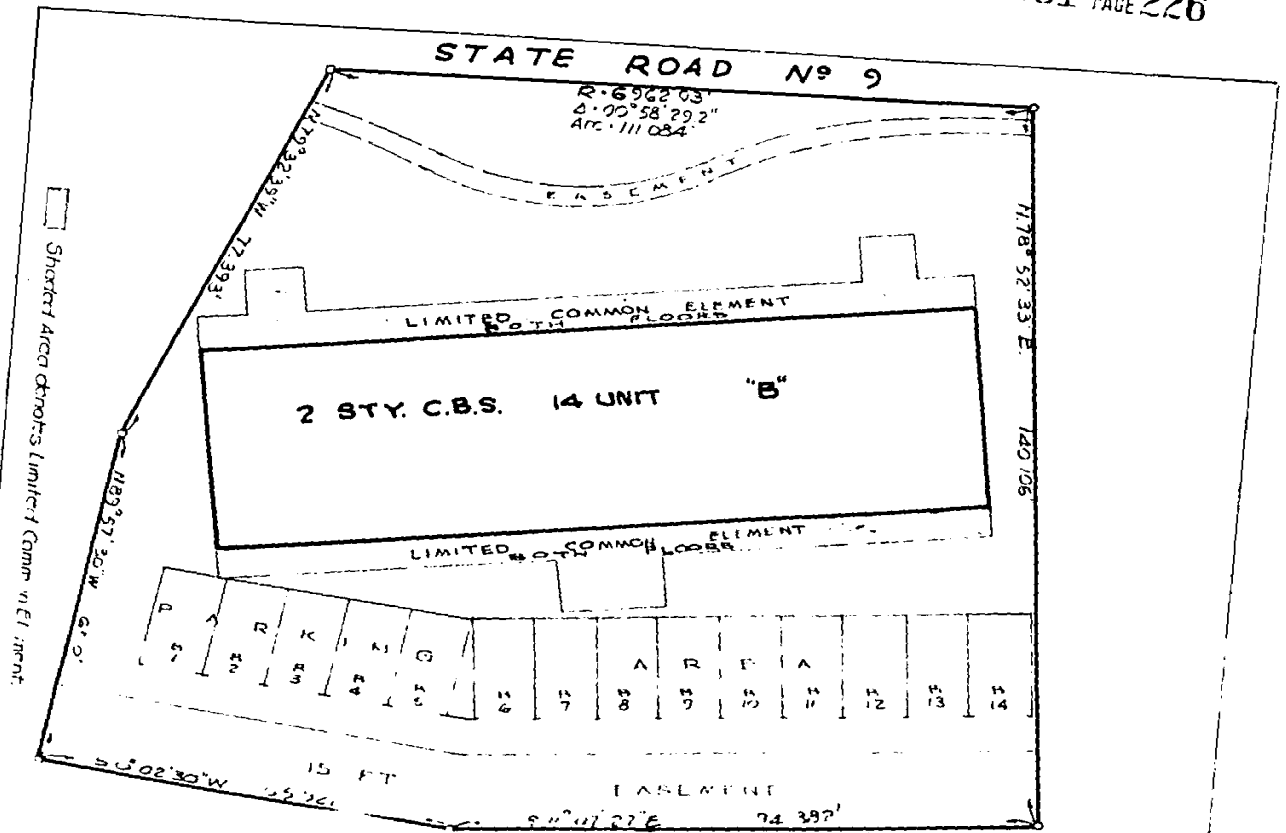
Begin at the NW corner of the East 1/2 of Lot 3, Block 4, of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF WILLOWDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East 1/2 of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West, parallel to the West line of the East 1/2 of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 71.12 feet; Thence South 78 degrees 52 minutes 33 seconds West for a distance of 140.11 feet to a point on the Easterly right-of-way of State Road No. 9 and a point on a circular curve whose center bears North 83 degrees 11 minutes 55.2 seconds East from said point; Thence northerly along the right-of-way of State Road No. 9 and along the said circular curve having a radius of 6,962.03 feet through a central angle of 00 degrees 47 minutes 40.3 seconds for an arc distance of 96.54 feet to the intersection thereof with the West line of the East 1/2 of the said Lot 3; Thence North 00 degrees 03 minutes 15 seconds East, along the West line of the East 1/2 of the said Lot 3, for a distance of 90.24 feet to the point of beginning, LESS the North 15 feet of the above described parcel of land.

NOTE:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "A" outside of building except parking areas and easements.
3. All easements are general common elements.

Exhibit "B" page 1





Shorter Area denotes Limited Common Element

NOTE:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "B" outside of building except parking areas and easements.
3. All easements are general common elements.

Commence at the NE corner of the East 1/2 of Lot 3, Block 4, of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE, Florida; Thence due East along the North line of the public records of Dade County, 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 71.12 feet to the point of beginning of the tract of land herein described; Thence continue South 11 degrees 07 minutes 27 seconds East for a distance of 94.39 feet to a point which is located 231.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 12 minutes 30 seconds West, parallel to the East line of the said Lot 3, a distance of 65.92 feet; Thence North 79 degrees 32 minutes 39 seconds West for a distance of 65 feet; Thence a point on the easterly right-of-way of State Road No. 9 and a point on a circular curve whose center bears North 82 degrees 13 minutes 26 seconds East from said point; Thence Northwesterly along the right-of-way of State Road No. 9 and along the said circular curve having a radius of 6,962.03 feet through a central angle of 00 degrees 28 minutes 29.2 seconds for an arc distance of 111.08 feet; Thence North 78 degrees 52 minutes 33 seconds East for a distance of 140.11 feet to the point of beginning.

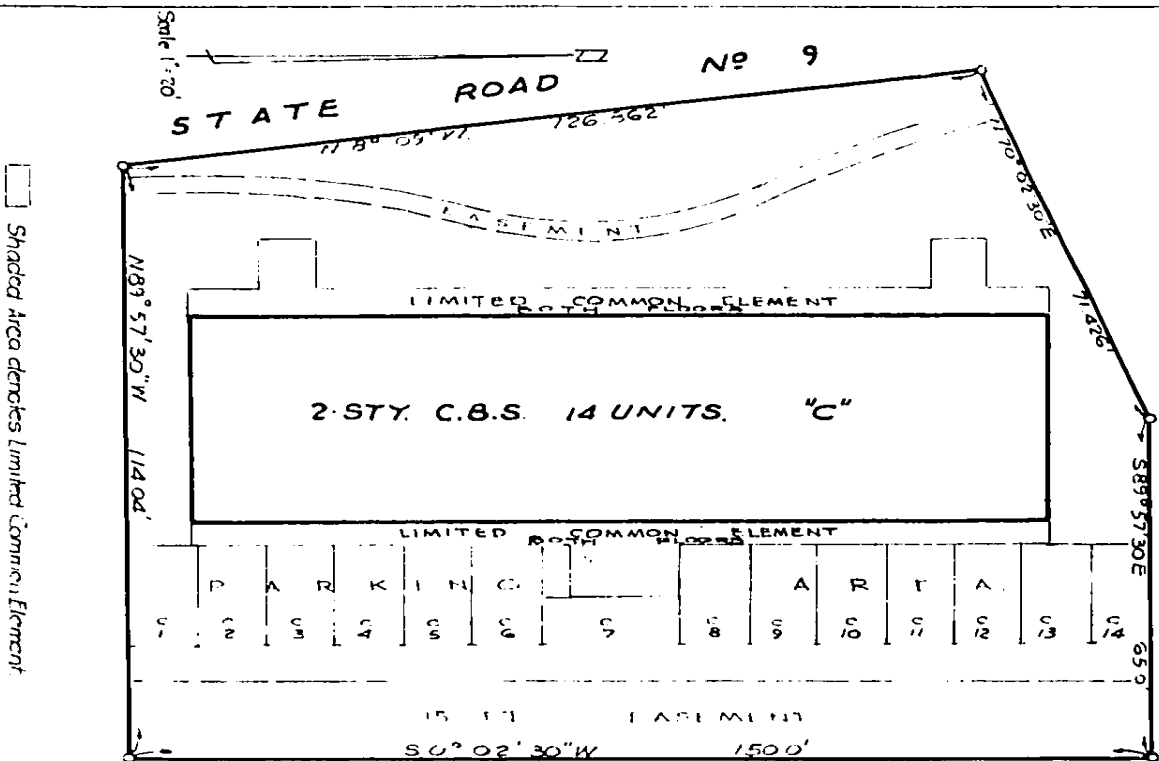
H. B. CAWLEY,
OCTOBER 10, 1963

CIVIL AND SURVEYING ENGINEER
MIAMI, FLORIDA

LEGAL DESCRIPTION

PARCEL "B"

Exhibit "B" page 2



M. B. GARRIS
OCTOBER 10, 1963

CIVIL & CONSULTING ENGINEER
MIAMI, FLORIDA

LEGAL DESCRIPTION

PARCEL "C"

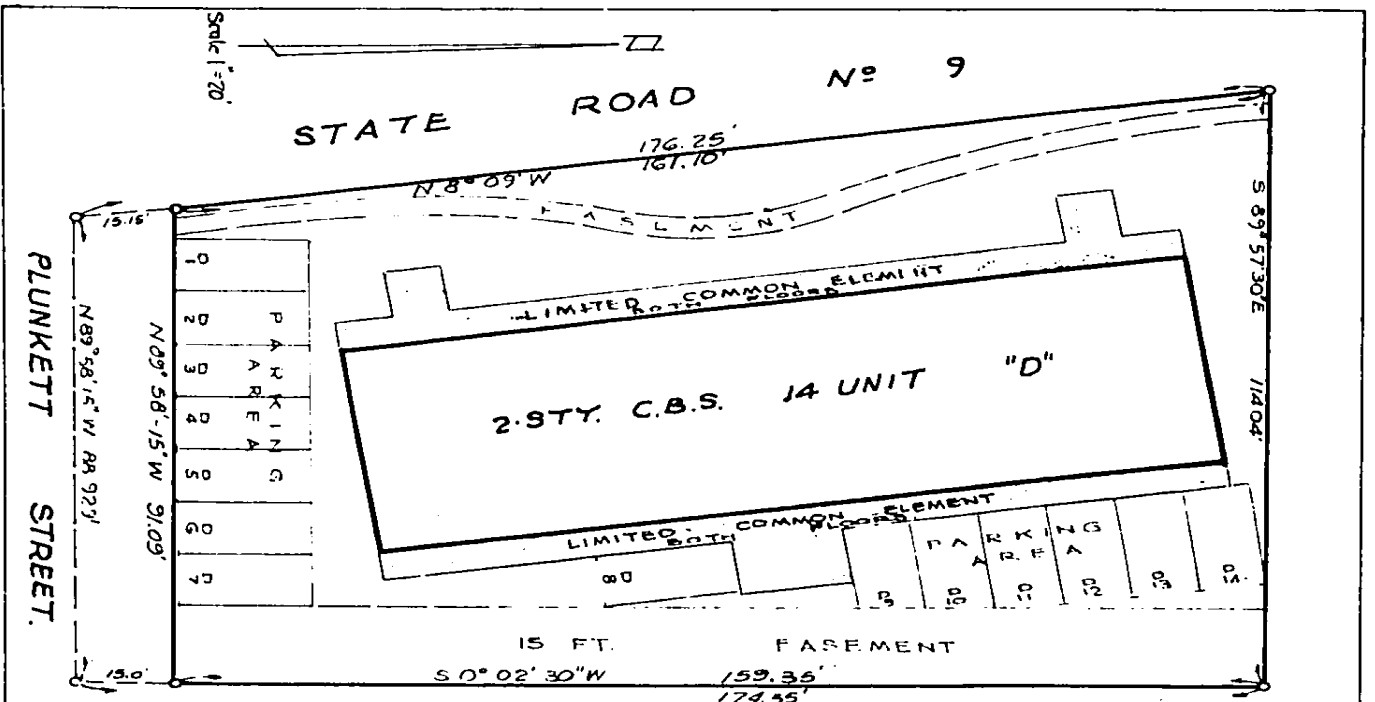
Commence at the NW corner of the East 1/2 of Lot 3, Block 4, Section 21, Township 51 South, Range 42 East according to the map of "TURN OF HILANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East 1/2 of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West parallel to the West line of the East 1/2 of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 165.51 feet to a point which is located 251.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 02 minutes 30 seconds West, parallel to the East line of the said Lot 3, for a distance of 90.92 feet to the point of beginning of the tract of land herein described; Thence continue South 00 degrees 02 minutes 30 seconds West for a distance of 150 feet; Thence North 89 degrees 57 minutes 30 seconds West for a distance of 114.04 feet to a point on the Easterly right-of-way of State Road No. 9; Thence North 8 degrees 09 minutes West, along the Easterly right-of-way of State Road No. 9 for a distance of 122.86 feet; Thence North 70 degrees 02 minutes 30 seconds East for a distance of 71.43 feet; Thence South 89 degrees 57 minutes 30 seconds East for a distance of 65 feet to the point of beginning.

NOTE:

1. Numbered parking spaces have utility of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "C" outside of building except parking areas and easements.
3. All easements are general common elements.

Exhibit B Page 1





PLUNKETT STREET.

City and Area denotes Limited Common Element

Exhibit "B" page 4

M. B. GARRIS
OCTOBER 10, 1963

CIVIL AND CONSULTING ENGINEER
MIAMI, FLORIDA

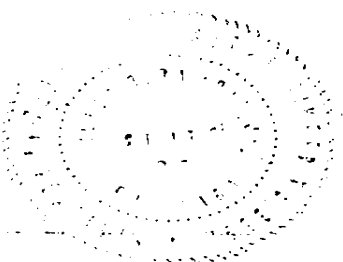
LEGAL DESCRIPTION

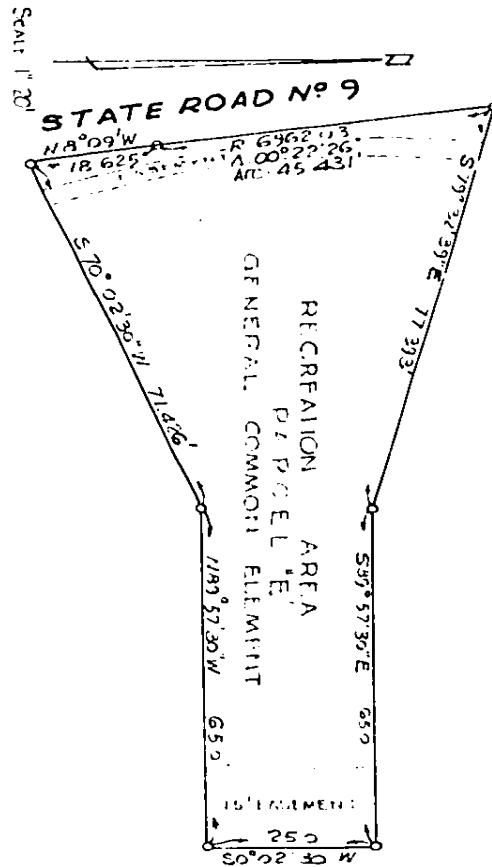
PARCEL "D"

Commence at the NW corner of the East 1/4 of Lot 3, Block 4 of Section 21 Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East 1/4 of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West, parallel to the West line of the East 1/4 of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 165.51 feet to a point which is located 251.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 02 minutes 30 seconds West parallel to the East line of the said Lot 3 for a distance of 240.92 feet to the point of beginning of the tract of land herein described; Thence continue South 00 degrees 02 minutes 30 seconds West for a distance of 174.35 feet to a point on the South line of the said Lot 3; Thence South 89 degrees 58 minutes 15 seconds West along the South line of the said Lot 3 for a distance of 88.99 feet to the Easterly right-of-way of State Road No. 9; Thence North 8 degrees 09 minutes 00 seconds East along the Easterly right-of-way of State Road No. 9 for a distance of 176.25 feet; Thence South 89 degrees 57 minutes 30 seconds East for a distance of 114.04 feet to the point of beginning, LESS the South 15 feet of the above described parcel of land.

NOTE:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "D" outside of building except parking areas and easements.
3. All easements are general common elements.





H. A. GALT,
JANUARY 10, 1963

CIVIL AND CONSULTING ENGINEER
MIAMI, FLORIDA

LEGAL DESCRIPTION:
PARCEL "E"
RECREATION AREA

Commence at the NW corner of the East 1/2 of Lot 3 Block 4 of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HILLMAN" as recorded in plat book "8" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East 1/2 of the said Lot 3, for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West, parallel to the West line of the East 1/2 of the said Lot 3, for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 165.51 feet to a point which is located 231.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 02 minutes 30 seconds West, parallel to the East line of the said Lot 3, for a distance of 65.92 feet to the point of beginning of the tract of land herein described; Thence continue South 00 degrees 02 minutes 30 seconds West for a distance of 25 feet; Thence North 89 degrees 57 minutes 30 seconds West for a distance of 65.00 feet; Thence South 70 degrees 02 minutes 30 seconds East for a distance of 71.43 feet to a point on the Easterly right-of-way of State Road No. 9; Thence North 8 degrees 09 minutes 00 seconds West along the Easterly right-of-way of State Road No. 9 for a distance of 18.625 feet to the beginning of a tangential circular curve; Thence northerly along the Easterly right-of-way of State Road No. 9 and along the said circular curve to the right having a radius of 6,962.03 feet through a central angle of 00 degrees 22 minutes 26 seconds for an arc distance of 45.43 feet; Thence South 79 degrees 32 minutes 39 seconds West for a distance of 77.39 feet; Thence South 89 degrees 57 minutes 30 seconds East for a distance of 65.00 feet to the point of beginning.

NOTE:
Bearings are general common elements.

Exhibit "B" Page 5

Shaded Area denotes Limited Common Element

TYPICAL FIRST FLOOR PLAN

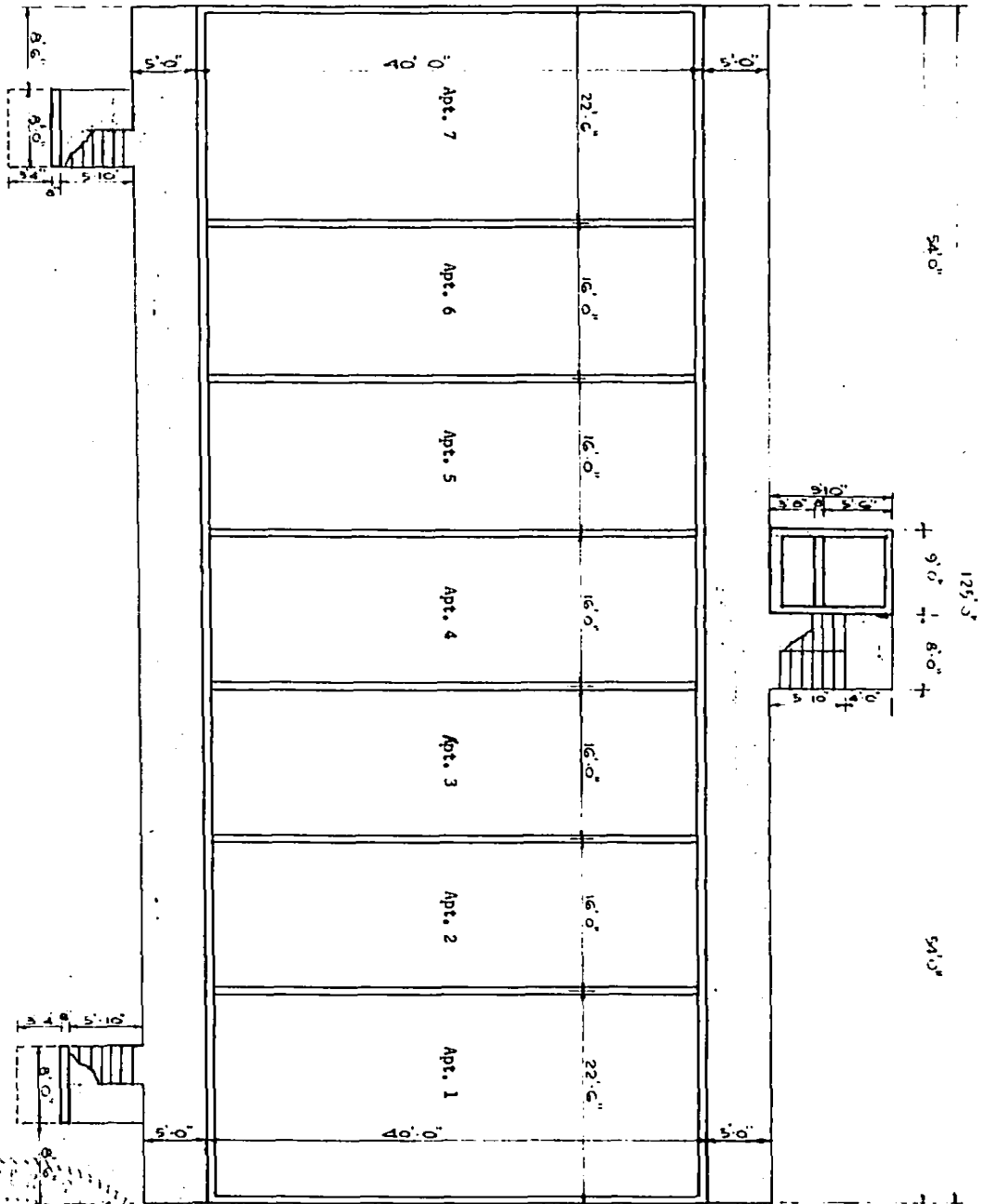
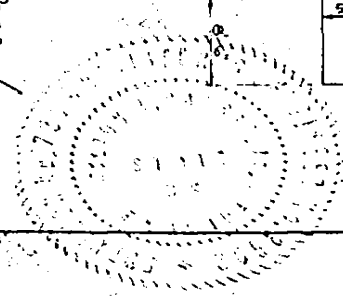
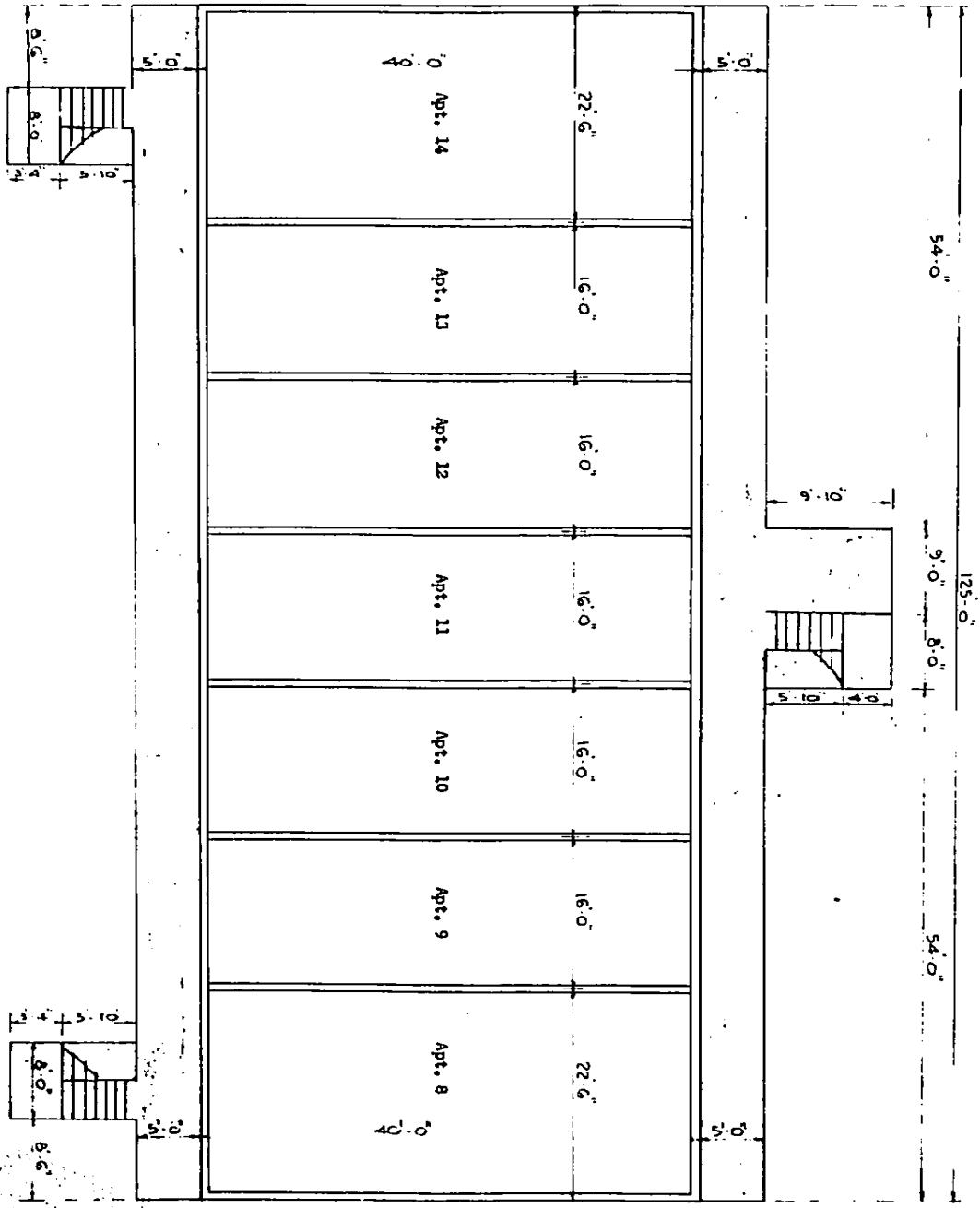


Exhibit B Page 6





TYPICAL SECOND FLOOR PLAN

Shaded Area denotes Limited Common Element.

Exhibit B page 7

CERTIFICATE

I, MILTON B. GARRIS, JR., Registered Civil Engineer No. 3592 and Registered Land Surveyor No. 729 of the State of Florida, do hereby certify that the foregoing legal description of Town Colony, Inc. Apartment Site, Broward County, Florida, Exhibit A annexed to the Declaration of Condominium of Town Colony, Hollywood, Florida, together with legal descriptions of Parcels "A", "B", "C", "D" and "E", and typical first floor plan and typical second floor plan, all of which are Exhibits B, pages 1-7 of the Declaration of Condominium of the Town Colony, Hollywood, Florida, are true and correct representations of the materials they purport to be, and that the foregoing together with the wording of the Declaration is a correct representation of the improvements described, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.

IN WITNESS WHEREOF I have hereunto certified, signed and sealed this Certificate this 19th day of August, 1964.

Milton B. Garriss, Jr. (SEAL)
MILTON B. GARRIS, JR.

STATE OF FLORIDA

COUNTY OF Dade

I, the undersigned authority, hereby certify that the foregoing is a true and correct copy of an instrument presented to me by Milton B. Garriss, Jr. as the original of such instrument.

WITNESS my hand and official seal, this 19 day of August A.D. 1964

Charles J. White
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My commission expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 9, 1967
BROWARD COUNTY, FLORIDA

EXHIBIT "C"

PERCENTAGE SHARES IN LIMITED COMMON
ELEMENTS AND GENERAL COMMON ELEMENTS
AS OWNED BY APARTMENT OWNERS

The Percentage shares in the Limited Common Elements
as owned by each apartment owner in each building listed above.
All apartment owners shall own 1.78 % each of the General Com-
mon Elements.

Buildings A, B,
C & D.

Down Stairs
Apartments

Percentage Ownership of
Limited Common Elements

No.	1	7.9%
	2	6.7%
	3	6.7%
	4	6.7%
	5	6.7%
	6	6.7%
	7	7.9%

Upstairs Apartments

8	8.1%
9	6.9%
10	6.9%
11	6.9%
12	6.9%
13	6.9%
14	8.1%

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
OLA MAY OLDHAM
CLERK OF CIRCUIT COURT

64- 8719

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
of the
TOWN COLONY, HOLLYWOOD, FLORIDA

At a joint meeting of the Board of Directors and Stockholders of Town Colony Condominium Corporation, a Corporation not for profit, which meeting was held in the offices of the Corporation at 1451 North Bayshore Drive, Miami, Florida, after due notice had been properly given to all of the Board of Directors and Stockholders, and all of the Board of Directors and Stockholders being present at said meeting, which meeting was held Tuesday, August 11th, 1964, at 10:00 a.m. The following Resolution was duly made and seconded and unanimously passed by the Board of Directors, and thereafter, said Resolution was unanimously approved by the Stockholders:

RESOLVED, that the Declaration of Condominium made by the Corporation, be amended, in that the Exhibits B and C, attached to this Resolution, shall be effective, and replace Exhibits B and C, attached to the Declaration of Condominium, and filed among the Public Records of Broward County, Florida. said Exhibits B and C, as originally attached to the Declaration of Condominium and recorded among the Public Records of Broward County, Florida, shall hereinafter be void, having been replaced by the amended Exhibits B and C, attached to this Resolution.

BE IT FURTHER RESOLVED, that, Page 8, Paragraph .2, subparagraph (f) (1), Ingress and Egress is hereby changed to read as follows: "Easements through the common elements for ingress and egress".

64 SEP 30 PM 3:45

22/0

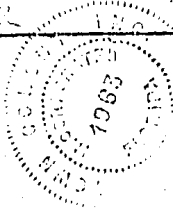
Original filed in the office of the Clerk of the Court

The foregoing Resolution and all statements contained herein are true and correct and in witness whereof we hereby set our Hands and Seals.

TOWN COLONY CONDOMINIUM CORPORATION

BY: [Signature]
Secretary

ATTEST: [Signature]
President



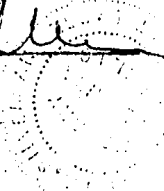
STATE OF FLORIDA

COUNTY OF DADE

before the undersigned authority personally appeared [Signature] as President, and [Signature] as Secretary of Town Colony Condominium Corporation, a Corporation not for profit, who after being duly cautioned and sworn on oath, deposes and states that all of the statements made herein are true and correct.

[Signature]
Notary Public

Notary Public, State of Florida at Large
My Commission Expires May 23, 1966
Revised by American Institute of Notary Publics





M. B. GARRIS
OCTOBER 10, 1963

CIVIL & CONSULTING ENGINEER
MIAMI, FLORIDA

LEGAL DESCRIPTION

PARCEL "A"

Begin at the NW corner of the East $\frac{1}{2}$ of Lot 3, Block 4, of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West, parallel to the West line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 71.12 feet; Thence South 78 degrees 52 minutes 33 seconds West for a distance of 140.11 feet to a point on the Easterly right-of-way of State Road No. 9 and a point on a circular curve whose center bears North 83 degrees 11 minutes 55.2 seconds East from said point; Thence Northerly along the right-of-way of State Road No. 9 and along the said circular curve having a radius of 6,962.03 feet through a central angle of 00 degrees 47 minutes 40.3 seconds for an arc distance of 96.54 feet to the intersection thereof with the West line of the East $\frac{1}{2}$ of the said Lot 3; Thence North 00 degrees 03 minutes 15 seconds East, along the West line of the East $\frac{1}{2}$ of the said Lot 3, for a distance of 90.24 feet to the point of beginning, LESS the North 15 feet of the above described parcel of land.

NOTE:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "A" outside of building except parking areas and easements.
3. All easements are general common elements.
4. Unnumbered parking area is a general common element.

Element
of's plans

7224

Exhibit "B" page 1

46 P
185

M. B. GARRIS
OCTOBER 10, 1963

CIVIL AND CONSULTING ENGINEER
MIAMI, FLORIDA

LEGAL DESCRIPTION

PARCEL "B"

Commence at the NW corner of the East $\frac{1}{2}$ of Lot 3, Block 4, of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West parallel to the West line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 71.12 feet to the point of beginning of the tract of land herein described; Thence continue South 11 degrees 07 minutes 27 seconds East for a distance of 94.39 feet to a point which is located 251.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 12 minutes 30 seconds West, parallel to the East line of the said Lot 3, a distance of 65.92 feet; Thence North 89 degrees 57 minutes 30 seconds West for a distance of 65 feet; Thence North 79 degrees 32 minutes 39 seconds West for a distance of 77.39 feet to a point on the Easterly right-of-way of State Road No. 9 and a point on a circular curve whose center bears North 82 degrees 13 minutes 26 seconds East from said point; Thence Northerly along the right-of-way of State Road No. 9 and along the said circular curve having a radius of 6,962.03 feet through a central angle of 00 degrees 58 minutes 29.2 seconds for an arc distance of 111.08 feet; Thence North 78 degrees 52 minutes 33 seconds East for a distance of 140.11 feet to the point of beginning.

NOTE:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "B" outside of building except parking areas and easements.
3. All easements are general common elements.

Exhibit "B" page 2

*46 P
187*

M. B. Garria
OCTOBER 10, 1963

CIVIL & CONSULTING ENGINEER
MIAMI, FLORIDA

87191 pg 3

LEGAL DESCRIPTION

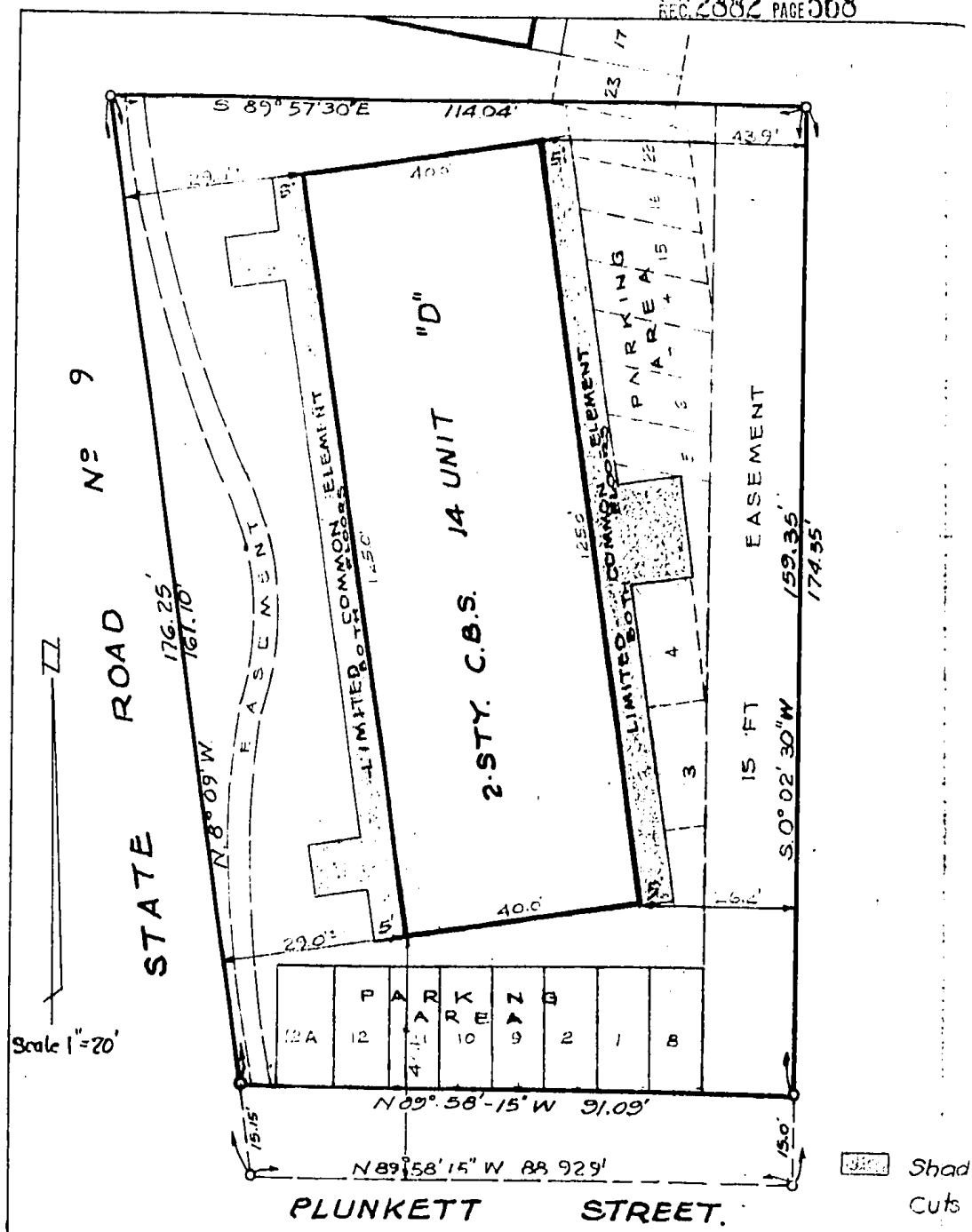
PARCEL "C"

Commence at the NW corner or the East $\frac{1}{2}$ of Lot 3, Block 4, Section 21, Township 31 South, Range 42 East according to the map of Town of HALLANDALE as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West parallel to the West line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 165.61 feet to a point which is located 251.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 02 minutes 30 seconds West, parallel to the East line of the said Lot 3, for a distance of 90.92 feet to the point of beginning of the tract of land herein described; Thence continue South 00 degrees 02 minutes 30 seconds West for a distance of 150 feet; Thence North 89 degrees 57 minutes 30 seconds West for a distance of 114.04 feet to a point on the Easterly right-of-way of State Road no. 9; Thence North 8 degrees 09 minutes West, along the Easterly right-of-way of State Road No. 9 for a distance of 128.86 feet; Thence North 70 degrees 02 minutes 30 seconds East for a distance of 71.43 feet; Thence South 89 degrees 57 minutes 30 seconds East for a distance of 65 feet to the point of beginning.

NOTE:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "C" out side of building except parking area and easements.
3. All easements are general common elements.

Exhibit "B" page 3



M. B. GARRIS
OCTOBER 10, 1963

CIVIL AND CONSULTING ENGINEER
MIAMI, FLORIDA

LEGAL DESCRIPTION

PARCEL "D"

Commence at the NW corner of the East $\frac{1}{2}$ of Lot 3, Block 4 of Section 21 Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West, parallel to the West line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 165.51 feet to a point which is located 251.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 02 minutes 30 seconds West parallel to the East line of the said Lot 3 for a distance of 240.92 feet to the point of beginning of the tract of land herein described; Thence continue South 00 degrees 02 minutes 30 seconds West for a distance of 174.35 feet to a point on the South line of the said Lot 3; Thence South 89 degrees 58 minutes 15 seconds West along the South line of the said Lot 3 for a distance of 88.93 feet to the Easterly right-of-way of State Road No. 9; Thence North 8 degrees 09 minutes 00 seconds West along the Easterly right-of-way of State Road No. 9 for a distance of 176.25 feet; Thence South 89 degrees 57 minutes 30 seconds East for a distance of 114.04 feet to the point of beginning, LESS the South 15 feet of the above described parcel of land.

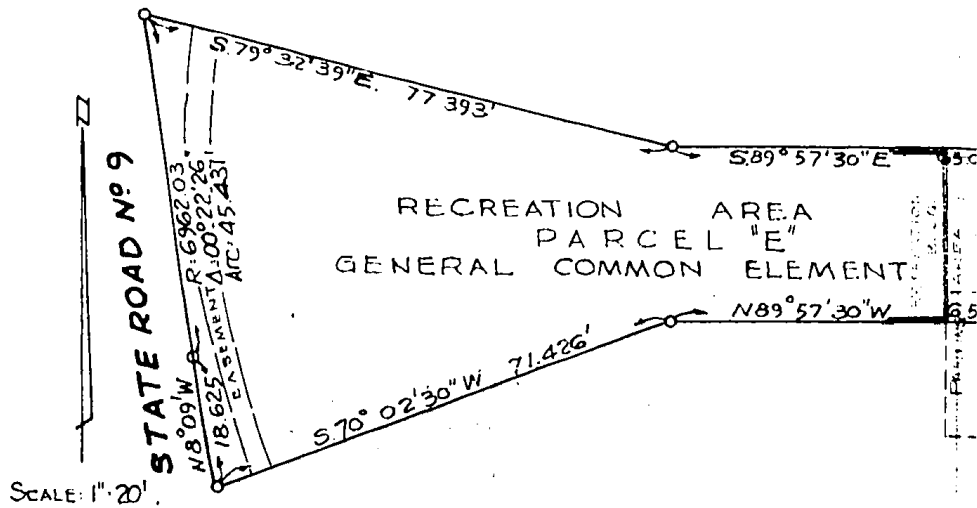
NOTE:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "D" outside of building except parking areas and easements.
3. All easements are general common elements.

Exhibit "B" page 4

ed Area denotes Limited Common Element.

to Building taken from Survey by Fred D. Dahlmeyer Dated 21 Apr 64 $\frac{46.1}{171}$

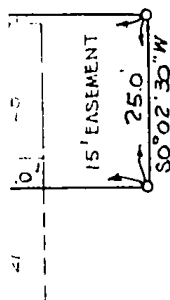


M. B. GARRIS
OCTOBER 10, 1968

CIVIL AND CONSULTING ENGINEER
MIAMI, FLORIDA

87191 pg #4

LEGAL DESCRIPTION
PARCEL "E"
RECREATION AREA



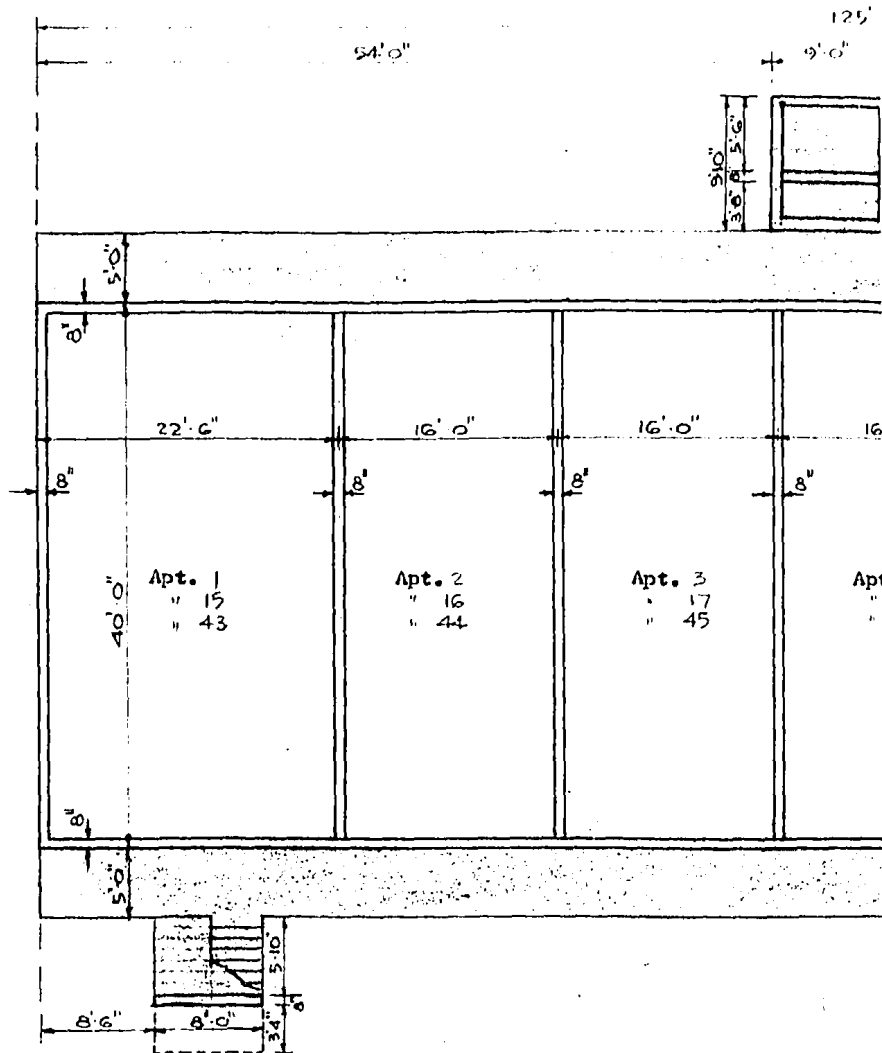
Commence at the NW corner of the East $\frac{1}{2}$ of Lot 3 Block 4 of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East $\frac{1}{2}$ of the said Lot 3, for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West, parallel to the West line of the East $\frac{1}{2}$ of the said Lot 3, for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 165.51 feet to a point which is located 251.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 02 minutes 30 seconds West, parallel to the East line of the said Lot 3, for a distance of 65.92 feet to the point of beginning of the tract of land herein described; Thence continue South 00 degrees 02 minutes 30 seconds West for a distance of 25 feet; Thence North 89 degrees 57 minutes 30 seconds West for a distance of 65.0 feet; Thence South 70 degrees 02 minutes 30 seconds West for a distance of 71.43 feet to a point on the Easterly right-of-way of State Road No.9; Thence North 8 degrees 09 minutes 00 seconds West along the Easterly right-of-way of State Road No.9 for a distance of 18.63 feet to the beginning of a tangential circular curve; Thence Northerly along the Easterly right-of-way of State Road No.9 and along the said circular curve to the right having a radius of 6,962.03 feet through a central angle of 00 degrees 22 minutes 26 seconds for an arc distance of 45.43 feet; Thence South 79 degrees 32 minutes 39 seconds West for a distance of 77.39 feet; Thence South 89 degrees 57 minutes 30 seconds East for a distance of 65.00 feet to the point of beginning, excepting from the above description the West 10 feet of the East 25 feet.

NOTE:

- #1 Easements are general common elements.
- #2 Numbered parking spaces have unity of title with corresponding numbered apartments.

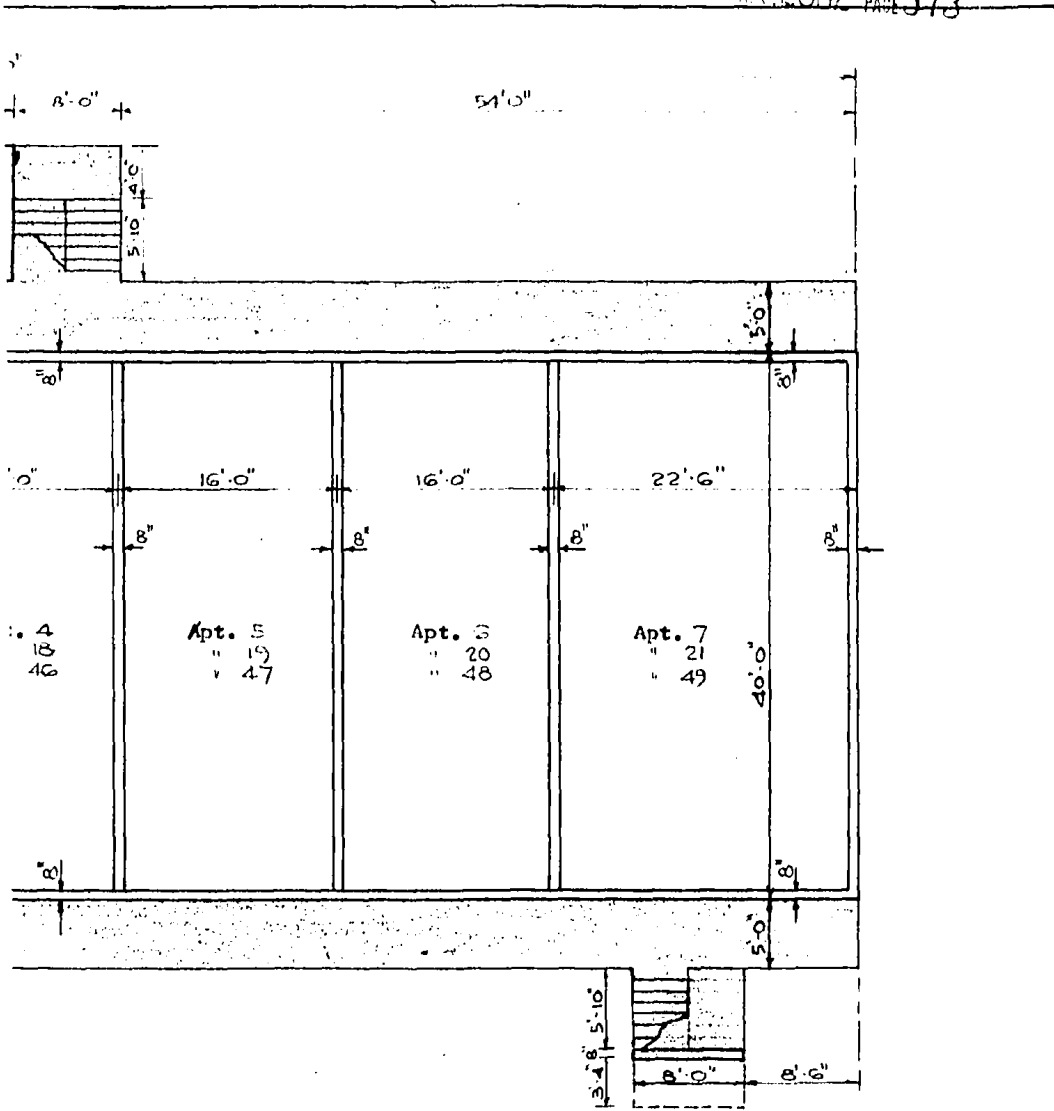
Exhibit B pg 5

176



TYPICAL FIRST
BUILDING

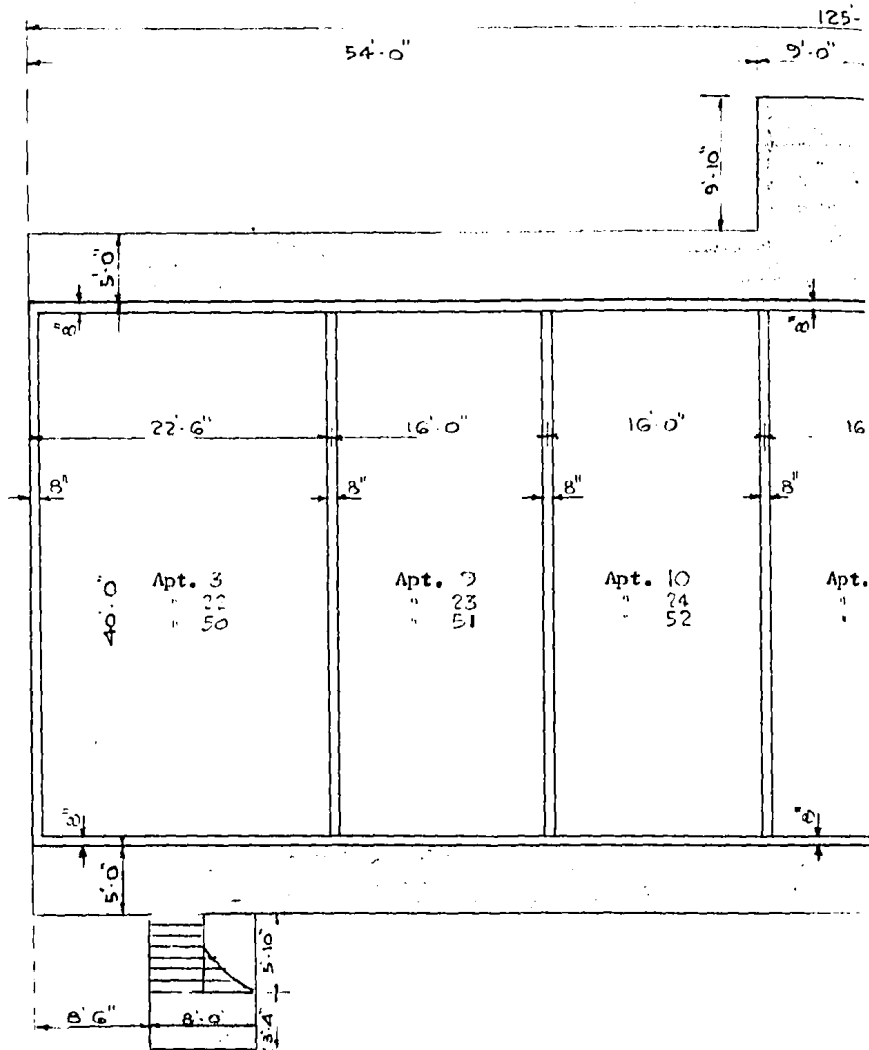
Shaded Area denotes Limited Common Element



FLOOR PLAN
A C-D

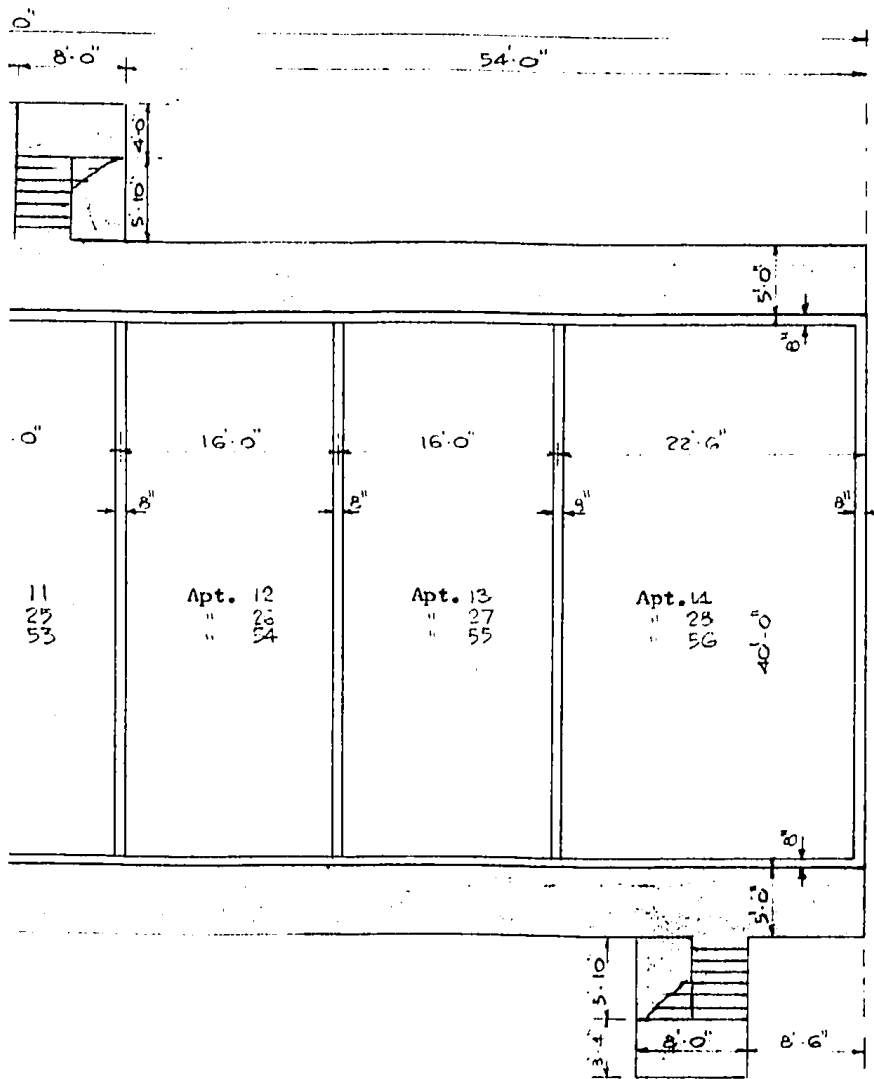
Exhibit "B" Page 6

46
113



TYPICAL SECOND
BUILDINGS

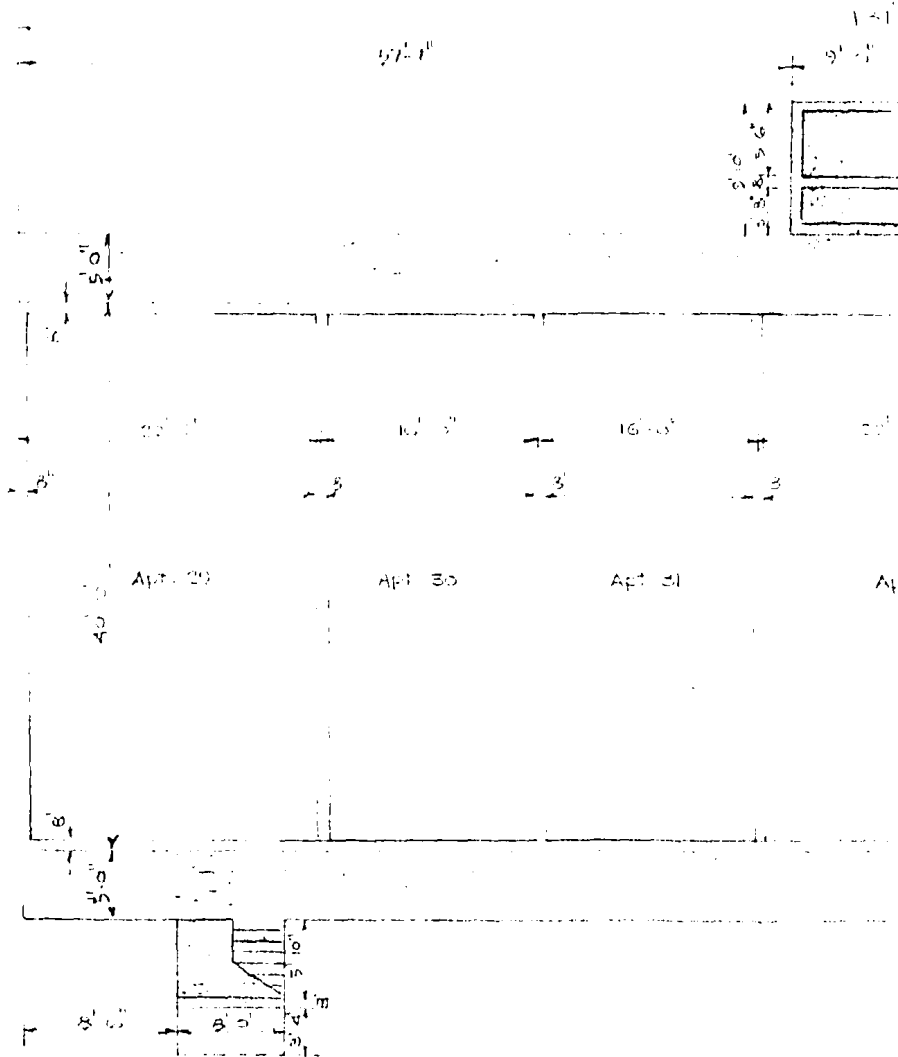
 Shaded Area denotes Limited Common Element.



FLOOR PLAN
A-C-D

Exhibit "B" Page 7

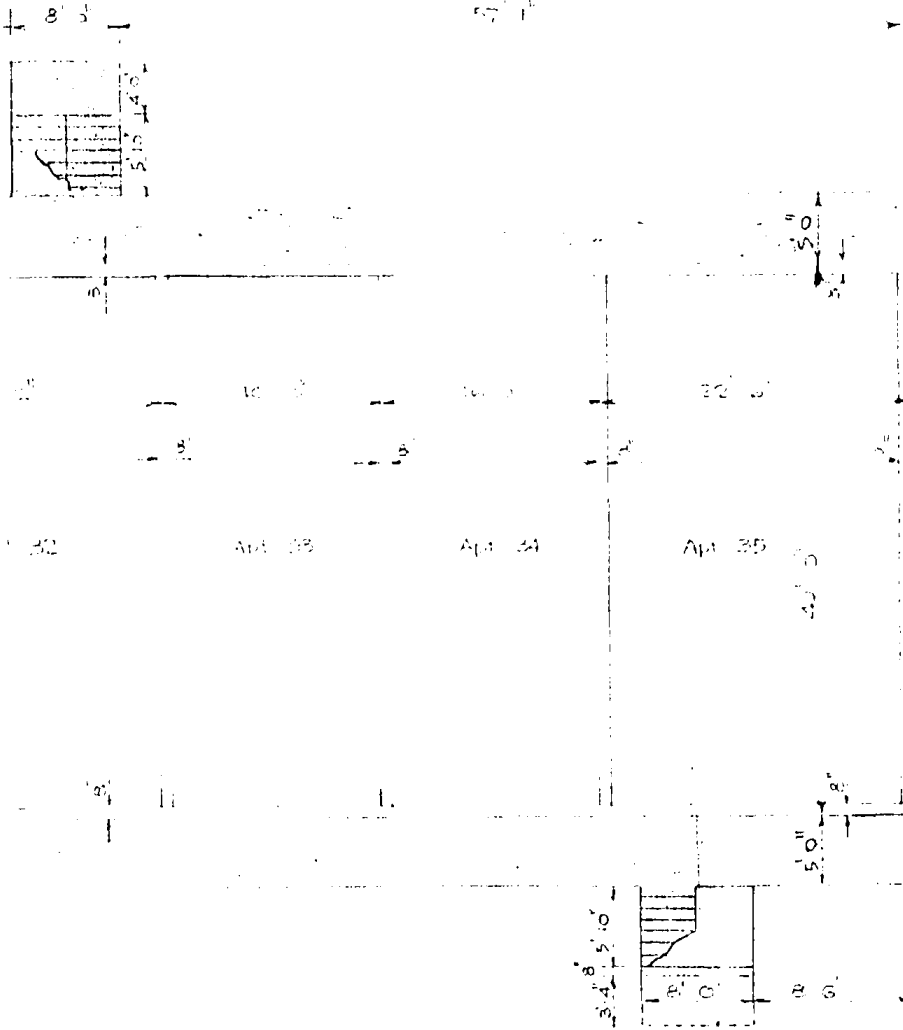
1742



FIRST F.
BUILDING

Shaded Area denotes Limited Common Element

Exhibit "B" Page

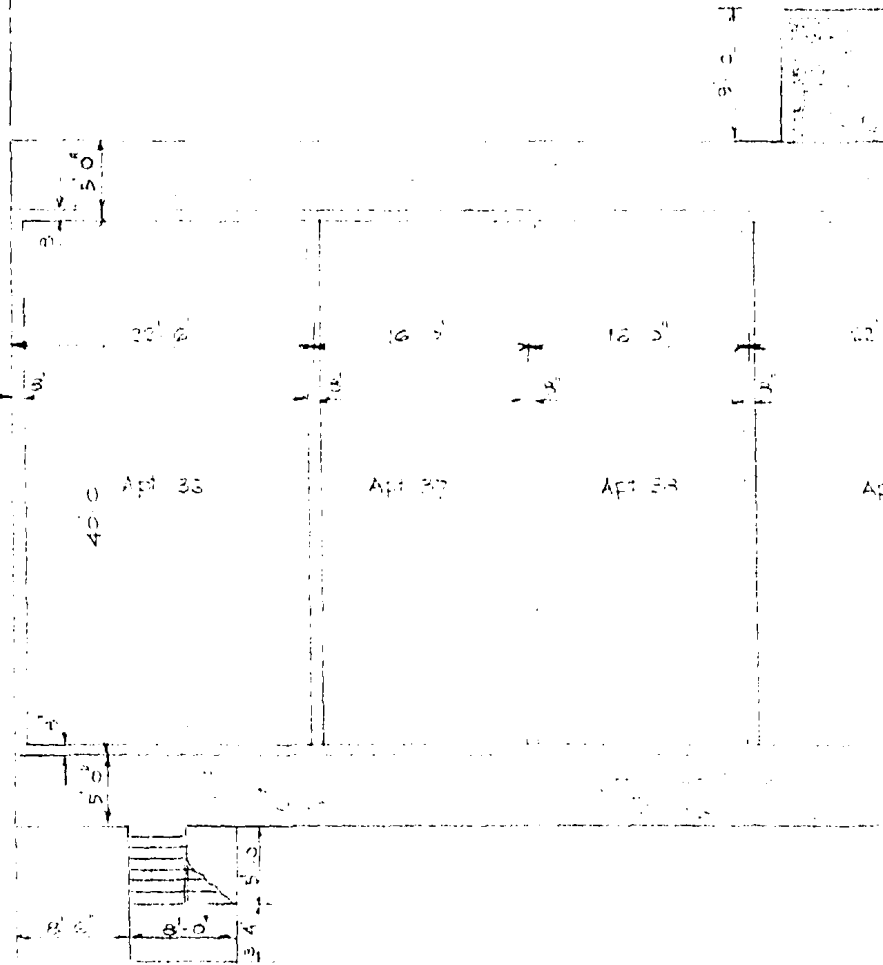


FLOOR PLAN
NO. B

8

50'-1"

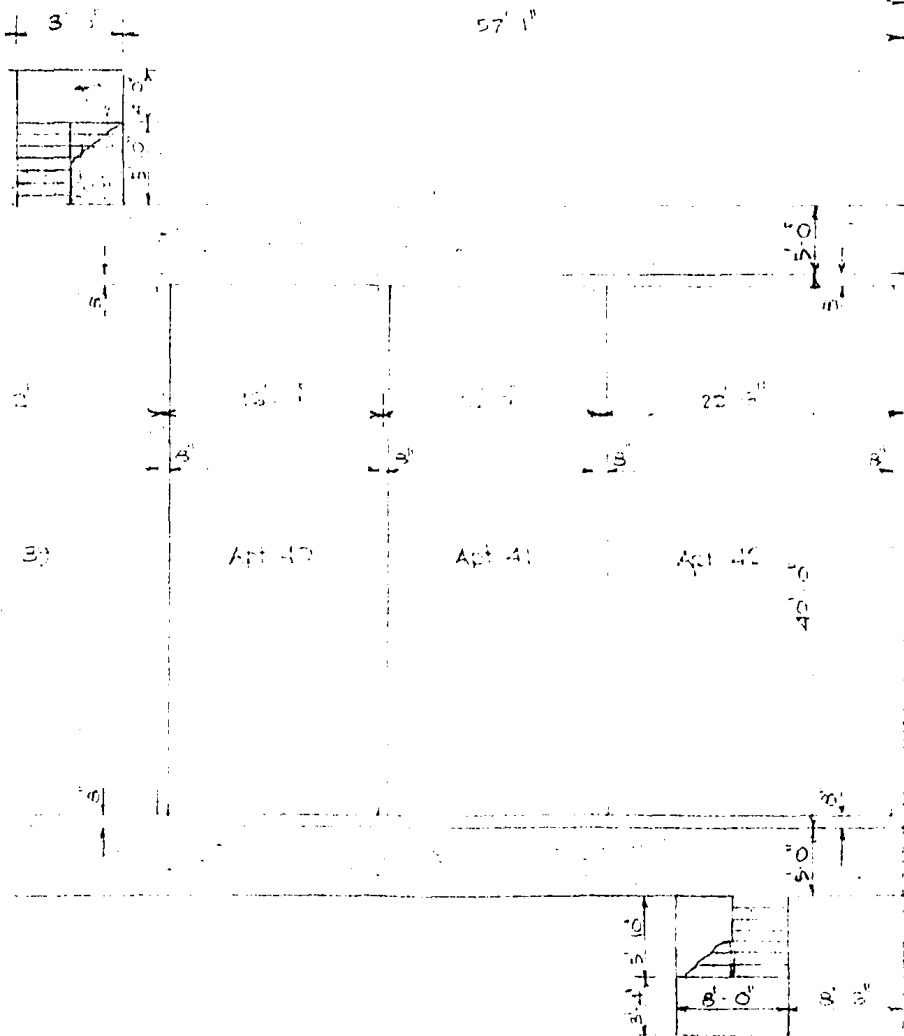
1'-9"



SECOND FL
BUILDING

Eht

☐ Standard Area, Dimensions in feet, Common Element



DO NOT SCALE
G. B.

4" B" page 9

4.0
124.4

EXHIBIT "C"

PERCENTAGE SHARES IN LIMITED COMMON
ELEMENTS AND GENERAL COMMON ELEMENTS
AS OWNED BY APARTMENT OWNERS

The Percentage shares in the Limited Common Elements as owned by each apartment owner in each building is as listed below. All apartment owners shall own 1.78% each of the General Common Elements.

<u>BUILDINGS A, C & D</u>		<u>Percentage Ownership of Limited Common Elements</u>
Downstairs	2 bedroom apartments	7.9%
Downstairs	1 bedroom apartments	6.7%
Upstairs	2 bedroom apartments	8.1%
Upstairs	1 bedroom apartments	6.9%
 <u>BUILDING B</u>		
Downstairs	2 bedroom corner apartments	7.9%
Upstairs	2 bedroom corner apartments	8.1%
Downstairs	1 bedroom apartments and inside 2 bedroom apartment	6.7%
Upstairs	1 bedroom apartments and inside 2 bedroom apartment	6.9%

RECORDED IN OFFICIAL RECORDS BOOK
OF HENRIETTA COUNTY, GEORGIA
OLA MAY OLDFHAM
CLERK OF CIRCUIT COURT

Exhibit "C"

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
of the
TOWN COLONY, HOLLYWOOD, FLORIDA

At a joint meeting of the Board of Directors and Members of Town Colony Condominium Corporation, a corporation not for profit, which meeting was held in the offices of the corporation at 1451 North Bayshore Drive, Miami, Florida, after due notice had been properly given to all of the Board of Directors and Members, constituting all of the owners, and all of the Board of Directors and Members being present at said meeting, which meeting was held on Monday, October 12th, 1964, at 10:00 A.M., the following Resolutions were duly made and seconded and unanimously passed by the Board of Directors, and thereafter, said Resolutions were unanimously approved by the Members:

RESOLVED, that the Declaration of Condominium made by the Corporation, be amended, in that the Exhibits A, B and C, attached to this Resolution, shall be effective, and replace Exhibits A, B and C, attached to the Declaration of Condominium, and the Amendments thereto, filed among the Public Records of Broward County, Florida. Said Exhibits A, B and C, as originally attached to the Declaration of Condominium, and as attached to the Amendments to said Declaration and recorded among the Public Records of Broward County, Florida, shall hereinafter be void, having been replaced by the amended Exhibits A, B and C, attached to this Resolution.

RESOLVED, that the Declaration of Condominium made by the Corporation, be further amended, to include as part of the Condominium Documents the Articles of Incorporation of Town Colony Condominium Corporation, and the Amendment thereto, and the By-Laws of said Corporation, all of which instruments are attached to this Resolution and marked Exhibits D, E and F, respectively.

64 OCT 21 AM 10:17

Revised
45

- 2 -

The foregoing Resolution and all statements contained herein are true and correct and in witness whereof we hereby set our Hands and Seals.

TOWN COLONY CONDOMINIUM CORPORATION

BY: *Edward P. Corwin*
Secretary

ATTEST: *Simon Lipsitz*
President

STATE OF FLORIDA

COUNTY OF DADE

Before the undersigned authority personally appeared SIMON
Lipsitz as President, and EDWARD P. CORWIN as
Secretary of Town Colony Condominium Corporation, a corporation
not for profit, who after being duly cautioned and sworn on
oath, deposes and states that all of the statements made herein
are true and correct.

Marilyn Schenk
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Mar. 23, 1965

PAGE 4 OF 5

LEGAL DESCRIPTION

OF

93561 p12
TOWN COLONY, INC., APARTMENT SITE - BROWARD COUNTY
FLORIDA

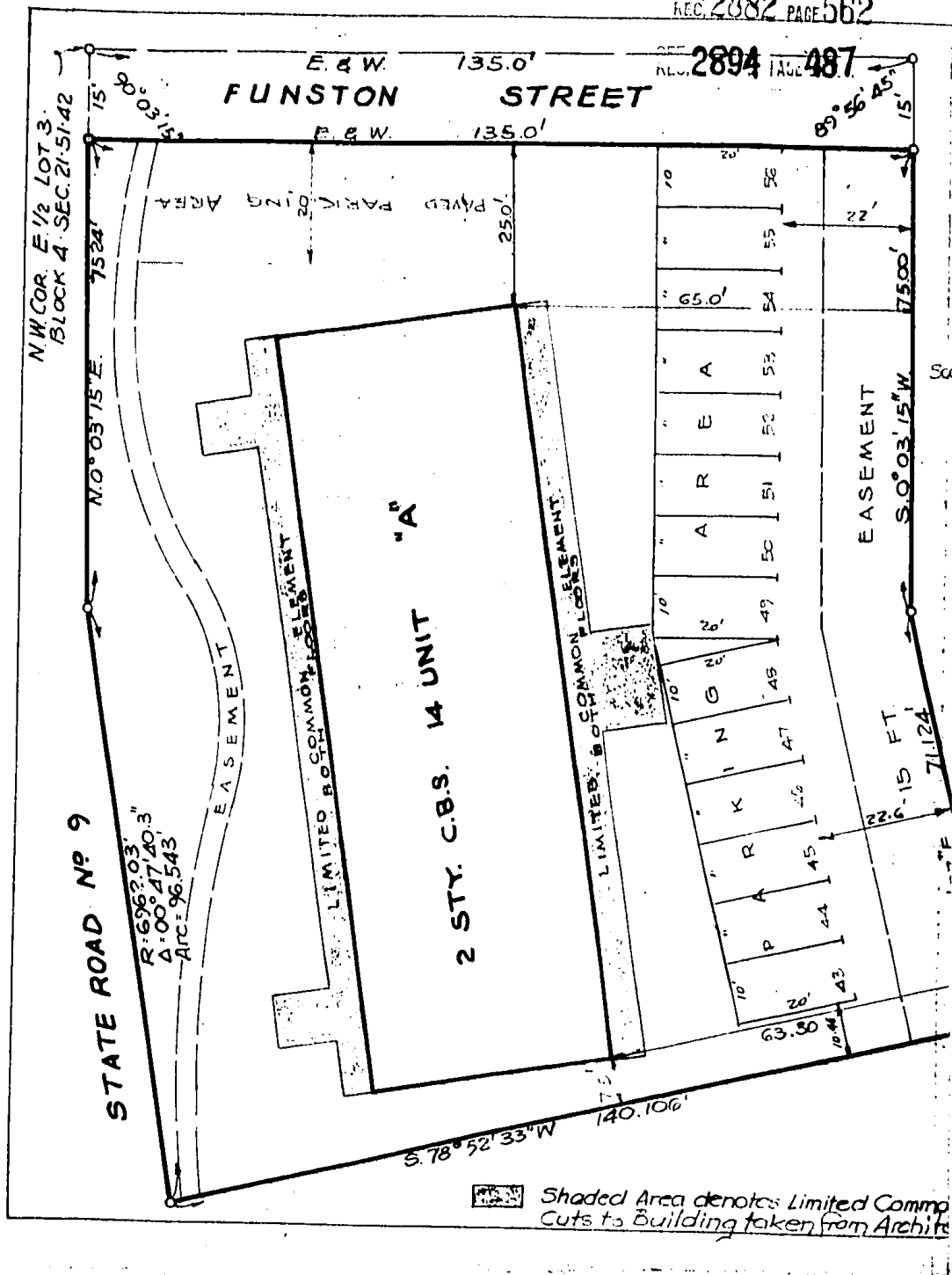
Begin at the Northwest corner of the East half of Lot 3, Block 4, of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in Plat Book "B" at page 13 of the public records of Dade County, Florida; thence due East along the North line of the East half of the said Lot 3 for a distance of 135 feet; thence South 00 degrees 03 minutes 15 seconds West, parallel to the West line of the East half of the said Lot 3, for a distance of 90 feet; thence South 11 degrees 07 minutes 27 seconds East for a distance of 165.51 feet to a point which is located 251.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; thence South 00 degrees 02 minutes 30 seconds West, parallel to the East line of the said Lot 3, for a distance of 415.27 feet to a point on the South line of the said Lot 3; thence South 89 degrees 58 minutes 15 seconds West, along the South line of the said Lot 3, for a distance of 88.93 feet to the Easterly right-of-way line of State Road No. 9; thence North 8 degrees 09 minutes 00 seconds West, along the Easterly right-of-way line of State Road No. 9 for a distance of 321.74 feet to the beginning of a tangential circular curve; thence Northerly along the Easterly right-of-way line of State Road No. 9 and along the said circular curve to the right having a radius of 6962.03 feet through a central angle of 2 degrees 08 minutes 35.5 seconds for an arc distance of 260.42 feet to the intersection thereof with the West line of the East half of the said Lot 3; thence North 00 degrees 03 minutes 15 seconds East for a distance of 90.24 feet to the point of beginning; LESS the North and South 15 feet thereof.

Milton B. Garris, Jr.
Registered Civil Engineer No. 359 2
Registered Land Surveyor No. 729
State of Florida

October 24th, 1963

EXHIBIT "A"

PAGE 486



MAINTENANCE, MANAGEMENT AND SECURITY AGREEMENT

It is hereby agreed by and between the undersigned Purchaser, as purchaser of condominium apartment 2c Building C of TOWN COLONY Condominium, according to the declaration thereof, dated 12/26, 1963, and recorded in Official Records Book _____ of the public records of Broward County, Florida, hereinafter called OWNER, and TOWN COLONY, INC., the Seller of the above described condominium apartment, hereinafter called the MANAGER, as follows:

1. The MANAGER shall have the obligation to maintain the four buildings of the Town Colony condominium apartments, the swimming pool, the recreational building, and all of the grounds and facilities pertaining to said apartments, with the exception of the interior surfaces of the apartments, the rugs, air conditioners, stoves, refrigerators and dishwashers. Owners however, shall have the benefit of all manufacturers' warranties. The MANAGER shall make such repairs to the buildings and facilities and so maintain the grounds that the premises shall always appear well kept and in a state of good repair.

2. The MANAGER shall also be obligated to maintain, in the same manner as herein provided for, new facilities, or buildings, or additions to buildings, that the OWNERS of the TOWN COLONY condominium apartments may mutually decide to erect or create, but nothing herein contained shall be construed to require or obligate the MANAGER herein to erect or construct said new facilities or buildings or additions, or to pay for same.

3. The MANAGER shall collect monthly for hazard insurance, water, outside electric, maintenance and management from each 1 bedroom apartment owner \$29.79 and from each 2 bedroom apartment owner \$39.79. Each owner agrees to pay promptly on the first of each month.

RETURN TO:
AMERICAN TITLE OF HOLLYWOOD
P. O. BOX 45
2042 MADISON STREET
HOLLYWOOD, FLORIDA

65 APR 12 PM 3:11

500

4. The MANAGER shall obtain on behalf of and in the name of the OWNERS such insurance policy or policies as may be required by the Mortgagees, and as in the MANAGER'S sole judgment shall be deemed adequate and sufficient to provide full coverage.

5. It is understood that the sale of the apartment to each OWNER, and the simultaneous execution of this Agreement, are parts of one transaction, and that the prompt and faithful performance on the part of each OWNER of all the obligations on his part to be performed under this Agreement is an integral part of the consideration for the sale of the apartments by the MANAGER. The value to the MANAGER, as Seller of the apartments, of the performance of each OWNER under the terms of this Agreement is hereby acknowledged and agreed to be \$2,040.00 for each one-bedroom apartment, and \$2,520.00 for each two-bedroom apartment, and the MANAGER shall have and hereby does have a lien, by virtue of this Agreement, against each apartment to secure faithful and prompt performance of this contract. It is further agreed that these sums representing a reduction in sale price, shall never be reduced or diminished or offset, by any payments which the OWNER may make to the MANAGER under this Agreement, it being recognized that this obligation for the balance of the purchase price is non-interest bearing, and a portion of the monthly maintenance payments made by the OWNER to the MANAGER are in lieu of interest. Should any OWNER default in payments hereunder and said default continue unabated for thirty days, then the MANAGER may foreclose this lien against the apartment of such OWNER so defaulting to the same extent and manner as if this instrument were a mortgage, all notices of default, protests and applicable homestead exemption provisions, if any, being hereby expressly waived. The default of one or more Owners, however, shall not work a default as to the Owners not in default. The lien created by this Agreement

shall be and is hereby declared inferior to the lien of any first mortgage now encumbering any apartment.

6. This Agreement and all its provisions shall run and remain in full force for a term of ninety years from the time of execution, unless sooner modified, at the election of the OWNER, as hereinafter provided, or unless sooner modified, at the election of the MANAGER, as hereinafter provided. At the expiration of its term, this Agreement shall become null and void.

7. Election by Owner. - The OWNER of an apartment may, at anytime, elect to pay to the MANAGER herein the sum of \$2,040.00 for a one-bedroom apartment, or \$2,520.00 for a two-bedroom apartment, and upon his so doing his maintenance and management payments shall be reduced by \$17.00 per month as to a one-bedroom apartment, and \$20.00 a month as to a two-bedroom apartment.

8. Election of the Manager. - At any time after 50% or more owners exercise option in Paragraph 7, hereof, the MANAGER may at its election surrender to the Owners the Management functions. This election shall in no way diminish the obligation due pursuant to this instrument. Upon surrender of the functions of Management each one-bedroom apartment Owner who has not elected under Paragraph 7 hereof shall pay to TOWN COLONY, INC., \$17.00 per month, representing interest only on this \$2,040.00 obligation, and each two-bedroom apartment Owner who has not elected under Paragraph 7 hereof shall pay to TOWN COLONY, INC., \$20.00 per month, representing interest only on this \$2,520.00 obligation. Each apartment Owner, however, shall have the right of prepayment of the obligation created by this instrument without penalty. Should any Owner default in payments hereunder and said default continue unabated for thirty days, then this lien may be foreclosed against the apartment of such Owner so defaulting to the same extent and in the same manner as if this instrument were a mortgage, all notices of default, protests and applicable homestead exemption provisions, if any, being hereby expressly waived.

9. The charges referred to in Paragraph 3 hereof as may be diminished by the election of owner, as contained in Paragraph 7 hereof, shall be constant to January 1st, 1970. Thereafter, the sum of \$29.79 per month as to a one bedroom apartment, and \$39.79 per month as to a two bedroom apartment, shall be increased or decreased on said date, January 1st, 1970, and each fifth anniversary thereafter, as the cost of living index, as determined by the Bureau of Labor Standards, Consumer Price Index, increases or decreases, taken from January 1st, 1965. The amount of increase or decrease shall be the same percentage as the said cost of living index increases or decreases.

10. This agreement shall be binding on all the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the dates indicated below, at Hollywood, Florida.

Signed and Sealed Date Purchasers

in our presence:

George C. Coleman 1/16/65
Edward P. R. 1/16/65 Rae A. Albano
 TOWN COLONY, INC.
 By Edward P. R.

STATE OF FLORIDA
 COUNTY OF BROWARD

I, an officer authorized to take acknowledgements of deeds, according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that there did personally appear before me RAE A. ALBANO, a single woman

to me personally known, and this day acknowledged before me that she executed the foregoing instrument, and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at said County and State, this 16th day of January A.D. 1965
 My Commission expires: Edward P. R.

Notary Public, State of Florida at Large
 My Commission Expires 1-1-1966
 bonded by American Surety Co. of N. Y.

RECORDED IN OFFICIAL RECORDS BOOK
 OF BROWARD COUNTY, FLORIDA
 JACK WHEELER
 CLERK OF CIRCUIT COURT

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
of the
TOWN COLONY, HOLLYWOOD, FLORIDA

At a joint meeting of the Board of Directors and Members of Town Colony Condominium Corporation, a corporation not for profit, which meeting was held in the offices of the corporation at 1451 North Bayshore Drive, Miami, Florida, after due notice had been properly given to all of the Board of Directors and Members, constituting all of the owners of Buildings A and B and all of the Board of Directors and Members being present at said meeting, which meeting was held on Thursday, April 1, 1965, at 10:00 A. M., the following Resolution was duly made and seconded and unanimously passed by the Board of Directors, and thereafter, said Resolution was unanimously approved by the members:

RESOLVED, that the Declaration of Condominium made by the Corporation which was recorded in O. R. Book 2861, Pages 204 thru 233, both inclusive, and as amended by amendments to said Declaration recorded September 30, 1964 in O. R. Book 2882, Page 560, and recorded October 21, 1964 in O. R. Book 2894, Page 484, of the Public Records of Broward County, Florida, be further amended as to Buildings A and B in that pages 1 and 2 of Exhibit B attached to this Resolution shall be effective and replace Pages 1 and 2 of Exhibit B attached to the Declaration of Condominium as previously amended. Said pages 1 and 2 of Exhibit B as originally attached to the Declaration of Condominium and as attached to the amendments to said Declaration recorded among the Public Records of Broward County, Florida shall hereinafter be void, having been replaced by the amended pages 1 and 2 of Exhibit B attached to this Resolution.

65 MAY 12 PM 3:25

The foregoing Resolution and all statements contained herein are true and correct and in witness whereof we hereby set out hands and seals.

AMERICAN TITLE OF HOLLYWOOD
P. O. BOX 40
2042 ~~WILSON STREET~~
HOLLYWOOD, FLORIDA

700

TOWN COLONY CONDOMINIUM CORPORATION

BY:

Edward P. Corwin
Secretary

ATTEST:

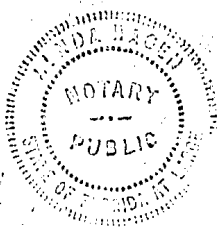
Simon Lipsitz
President

STATE OF FLORIDA

COUNTY OF ~~DADE~~ BROWARD

On this first day of April, 1965,

Before the undersigned authority personally appeared Simon Lipsitz as President, and Edward P. Corwin as Secretary of Town Colony Condominium Corporation, a corporation not for profit, who after being duly cautioned and sworn on oath, deposes and states that all of the statements made herein are true and correct..



Linda Hagen

Notary Public, State of Florida at Large
My Commission Expires Aug. 15, 1965
Bonded by American Surety Co. of N. Y.

N.W. COR 1/2 LOT 3
BLOCK 4 SEC. 21-51-42

STATE ROAD No. 9

E & W FUNSTON STREET

PAVED DRIVEWAY AREA

R=6962.03'
Δ=00°47'40.3"
Arc=96.543'

EASEMENT

LIMITED COMMON EASEMENT
COMMON FLOORS

"A"
2 STY. CBS 14 UNIT

LIMITED COMMON FLOORS
COMMON FLOORS

EASEMENT

15 FT.

71.124'

Scale 1"=20'

S. 78° 52' 33" W

140.106'

[Shaded Area denotes Limited Common Element Cuts to Building Taken from Architect's plan]

LEGAL DESCRIPTION

OFF REC 3014 PAGE 726

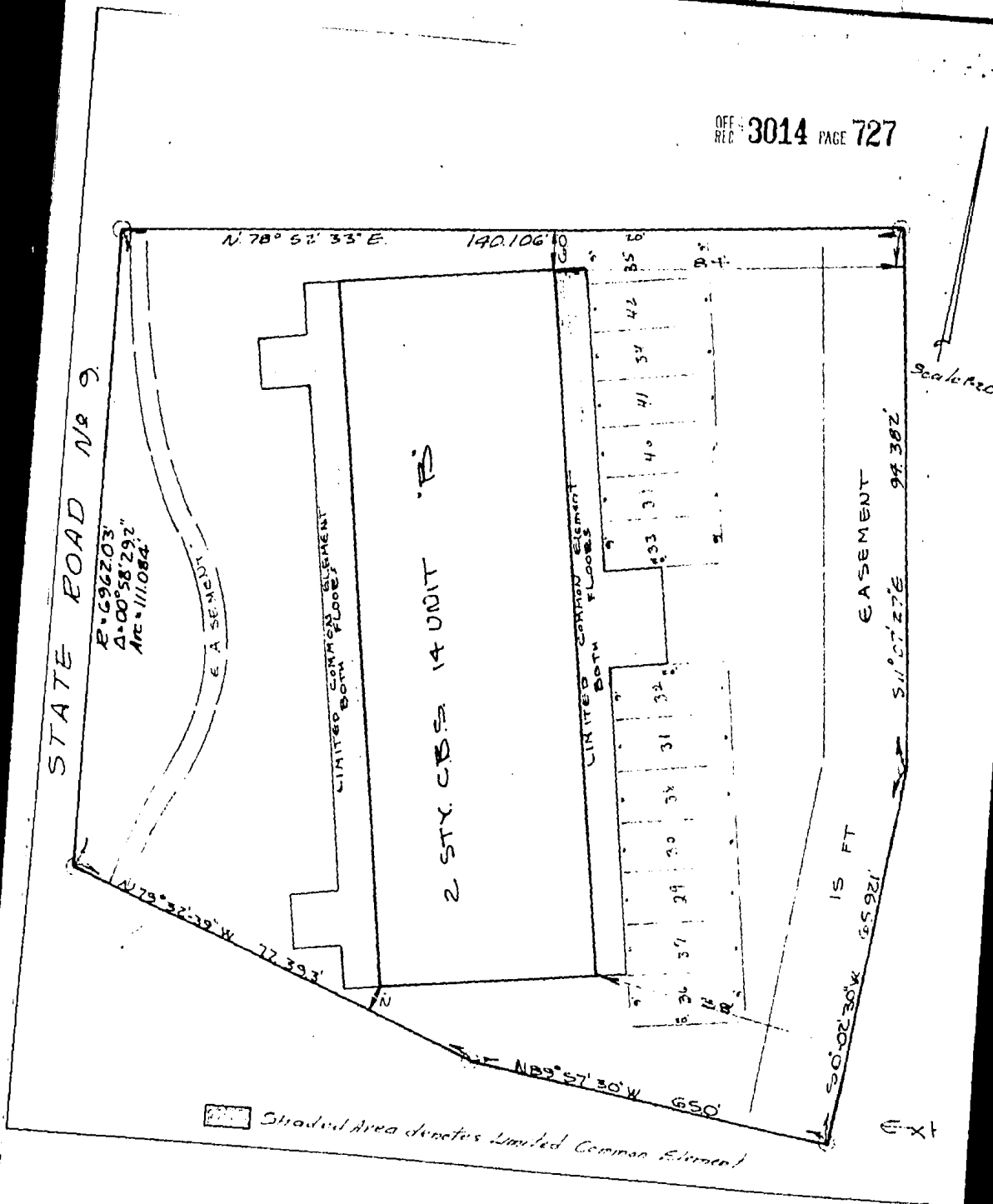
PARCEL "A"

Begin at the NW corner of the East $\frac{1}{2}$ of Lot 3, Block 4, of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East $\frac{1}{2}$ of the said lot 3 for a distance of 135 feet; Thence South 60 degrees 03 minutes 15 seconds West, parallel to the West line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 71.12 feet; Thence South 78 degrees 52 minutes 33 seconds West for a distance of 140.11 feet to a point on the Easterly right-of-way of State Road No. 9 and a point on a circular curve whose center bears North 83 degrees 11 minutes 55.2 seconds East from said point; Thence Northerly along the right-of-way of State Road No. 9 and along the said circular curve having a radius of 6,962.03 feet through a central angle of 00 degrees 47 minutes 40.3 seconds for an arc distance of 96.54 feet to the intersection thereof with the West line of the East $\frac{1}{2}$ of the said Lot 3; Thence North 00 degrees 03 minutes 15 seconds East, along the West line of the East $\frac{1}{2}$ of the said Lot 3, for a distance of 90.24 feet to the point of beginning, LESS the North 15 feet of the above described parcel of land.

NOTE:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "A" outside of building except parking areas and easements.
3. All easements are general common elements.
4. Unnumbered parking area is a general common element.

Exhibit "B"
Page 1



LEGAL DESCRIPTION

PARCEL "B"

Commence at the NW corner of the East $\frac{1}{2}$ of Lot 3, Block 4, of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County Florida; Thence due East along the North line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West parallel to the West line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 71.12 feet to the point of beginning of the tract of land herein described; Thence continue South 11 degrees 07 minutes 27 seconds East for a distance of 94.39 feet to a point which is located 251.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 12 minutes 30 seconds West, parallel to the East line of the said Lot 3, a distance of 65.92 feet; Thence North 89 degrees 57 minutes 30 seconds West for a distance of 65 feet; Thence North 79 degrees 32 minutes 39 seconds West for a distance of 77.39 feet to a point on the Easterly right-of-way of State Road No. 9 and a point on a circular curve whose center bears North 82 degrees 13 minutes 26 seconds East from said point; Thence Northerly along the right-of-way of State Road No. 9 and along the said circular curve having a radius of 6,962.03 feet through a central angle of 00 degrees 58 minutes 29.2 seconds for an arc distance of 111.08 feet; Thence North 78 degrees 52 minutes 33 seconds East for a distance of 140.11 feet to the point of beginning.

NOTE:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "B" outside of building except parking areas and easements.
3. All easements are general common elements.

RECORDED IN PLAT BOOK
OF DADE COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

11b17 "B"
Page 2.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

of the

82-164152

TOWN COLONY CONDOMINIUM CORP. INC.

2915, 2917 Flunkett St.
2916, 2918 Funston St.
Hollywood, Fla.

At the joint meeting of the Board of Directors, and members of the Town Colony Condominium Corporation, a corporation not for profit, which meeting was held in the recreation room at 2918 Funston St. Hollywood, and After due notice have been properly given to all Board of Directors, and members constituting all the owners of building A,B,C, & D, and all Board of Directors and members being present at said meeting which meeting was held on March 8, 1977 at 8:00PM the following resolution was duly made and seconded and unanimously passed by the Board of Directors, and there after approved by the members by a vote of 45 for amending the document and 11 against.

Resolved that the Declaration of Condominium document as recorded in Office of Record Book 2861 Page 207 thru Page 223 and other revisions be amended to show paragraph 7 Titled(Use Restriction) sub paragraph 7.1 be changed to read Adult Family Residences instead of Family Residences.

The foregoing resolution and all statements contained herein are true and correct and in witness whereof we hereby set our hands and seals.

Town Colony Condominium Corp. Inc.

BY: Elizabeth J. West
Elizabeth West - President

Attested:

Edward Woznicki
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared,

ELIZABETH J. WEST + EDWARD J. WOZNICKI

well known to me to be the President and Secretary respectively of TOWN COLONY CONDOMINIUM CORPORATION, INC. and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of JUNE 1982.

Rene J. Jensen
Notary Public

My Commission Expires:
Notary Public State of Florida at Large
My Commission Expires March 18, 1985
Bonded thru Maynard Bonding Agency

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

82 JUN 21 PM 2:55

REC 10254 PAGE 164

4/20

82-164153

Town Colony Condo Corp Inc
2915, 2917 Plunkett St.
2916, 2918 Funston St.
Hollywood, Fla.

Rules and Regulations

The following rules and regulations of Town Colony Condominium Corporation Inc. are made in accordance with provision as outlined in the documents of: Declaration of Condominium as recorded in Office of Records Books #2861 page 204, and the By Laws as recorded in office of Records Book # 2894 page 517 thru 527, and all revisions to these documents. The office of records in Broward County, Fla.

1. An owner may give a key and grant the right of entry to his apartment to the Manager, or person authorized by the Board of Directors.

2. When and if dogs, cats or other pets now allowed in the building expire, they cannot, under any circumstances, be replaced by another dog, cat or other pet. No dog or other pet shall be permitted in the pool, patio, lawn areas. Guests shall not be permitted to bring pets onto the premises. Walk dogs rear of buildings.

3. Residents shall exercise care about making noises, or in the use of musical instruments, radios, televisions and amplifiers. This rule applies not only to your apartment, but also the pool and shuffleboard areas, and is particularly important for the period after 11:00 P.M. No owner shall conduct himself in a loud or boisterous manner, use improper or profane language or otherwise comport himself in a manner offensive to other owners.

4. Furniture, bicycles, packages, or other objects, shall not be placed in storage rooms, stairways or other areas outside the building.

5. Barbecuing or cooking on terraces or any portion of the common property is prohibited.

6. No resident shall post any advertisements or posters of any kind in or on buildings, except as authorized by the Board of Directors.

All owners will paint their outside door "white" when needed. Directors will supply paint.

No trees or plants to be removed or planted without permission of Directors.

32 JUN 11 PM 2 55

OFF 10254 PM 165

10' 2'

7. No owner shall make any alterations or additions to alter the exterior appearance of the common property without the express permission of the Board of Directors.

No painting of walks or walls near owners apartment.

8. Any complaint regarding the management of the condominium or regarding actions of other unit owners shall be made in writing to the Board of Directors and signed.

9. Any violation of these Rules and Regulations shall be reported to the Board of Directors.

10. Unit owners will be held accountable for the actions of their family, guests, sublessees and servants, for non-compliance of these Rules.

PARKING AREAS

11. Parking spaces may be used only for automobiles, not trucks, boats, motorcycles, trailers, or motor homes.

12. No person shall use the parking space assigned to others without the express permission of such person in writing, which permission must be filed in the office of the Corporation.

13. Guest parking spaces are only for the temporary use of guests and invitees of unit owners, or of the corporation.

GUESTS

14. If guests are to occupy your apartment in your absence, you must notify the Board of Directors in writing, stating names, relationship, length of stay, and number of persons.

SWIMMING POOL

15. The pool will be available for use during the hours from 9 A.M. to 9 P.M. daily. Children under 13 years of age are not allowed in the pool unless accompanied by a responsible adult. Children under 3 years of age will not be permitted in the pool.

Swim at their own risk.

No chairs moved from pool area.

Only plastic containers at pool side.

Friends may use pool only when accompanied by owner of apartment.

Management may bar undesirables from pool.

16. All individuals must take a shower in facilities provided for that purpose before entering the pool. All oils and lotions must be washed off before entering the pool.

17. Ball playing in the pool or pool area is forbidden.

18. Persons using suntan lotions must use towels to completely cover chairs or lounges, as this is not only a health hazard but damage to clothing will also occur.

19. Except for swimming aids, floats, tubes, beach balls and underwater equipment are forbidden in the pool.

20. A unit owner desiring to transfer or sub-lease an apartment must submit to the Board of Directors a signed copy of the proposed contract of sale or lease.

21. An interview by at least three members of the Board with the proposed buyer or sub-lessee will be arranged within a reasonable time.

22. No approval of transfer or sub-lease shall be given unless the proposed new occupants satisfy the Board as to character, financial ability to meet their obligations, and that the apartment will be used only for the persons listed in the application.

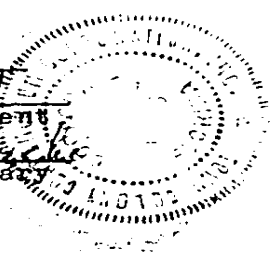
23. The proposed purchaser shall supply an acceptance of the lease, and all its terms and conditions, including these rules and regulations before approval is given.

PENALTIES

24. If it is necessary for the corporation to employ an attorney to collect the penalties herein, the attorney's fees and court costs shall be borne by such owner.

Nancy S. White
Kenneth White
 Witnesses

BY: Elizabeth J. West President
 Attest Edward J. Woznicki Secretary



STATE OF FLORIDA)
 COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared,

ELIZABETH J. WEST + EDWARD J. WOZNICKI

well known to me to be the President and Secretary respectively of TOWN COLONY CONDOMINIUM CORPORATION, INC.

and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of JUNE 1982.

Ronny J. Deuser
 Notary Public



My Commission Expires:
 Notary Public, State of Florida at Large
 My Commission Expires March 18, 1985
 Bonded thru Maynard Bonding Agency

RECORDED IN THE OFFICIAL RECORDS BOOK
 OF BROWARD COUNTY, FLORIDA
 F. T. JOHNSON
 COUNTY ADMINISTRATOR

OFF 10254 PAGE 167

83-403265

TOWN COLONY CONDOMINIUM CORPORATION
2915 - 2917 PLUNKETT STREET
2916 - 2918 FUNSTON STREET
HOLLYWOOD FLORIDA 33020

10 DEC.1983

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF THE

TOWN COLONY CONDOMINIUM CORPORATION INCORPORATED

AT THE JOINT MEETING OF THE BOARD OF DIRECTORS, AND THE MEMBERS OF THE TOWN COLONY CONDOMINIUM CORPORATION, A CORPORATION NOT FOR PROFIT, WHICH MEETING WAS HELD IN THE RECREATION ROOM AT 2918 FUNSTON ST. HOLLYWOOD FLORIDA, AND AFTER DUE NOTICE HAS BEEN PROPERLY GIVEN TO ALL BOARD OF DIRECTORS, AND MEMBERS CONSTITUING ALL THE OWNERS OF BUILDINGS A, B, C, & D AND ALL BOARD OF DIRECTORS AND MEMBERS BEING PRESENT, PLUS MEMBERS PROXIES USED AT SAID MEETING, WHICH MEETING WAS HELD ON DEC. 9 AT 8: p.m. THE FOLLOWING RESOLUTIONS WAS DULY MADE AND SECONDED. PASSED BY THE BOARD OF DIRECTORS, AND THERE AFTER APPROVED BY THE MEMBERS BY A VOTE OF ONLY FIVE AGAINST OUT OFF A POSSIBLE FIFTY SIX.

RESOLVED THAT THE DECLARATION OF CONDOMINIUM DOCUMENTS FOR TOWN COLONY CONDOMINIUM CORPORATION INCORPORATED AS RECORDED IN THE OFFICE OF RECORDS BOOK 2861 PAGES 204 THRU 233 AND OTHER REVISION BE AMENDED TO ADD. SUB PARAGRAPH C (1) TITLED LATE FEE'S TO RECORDED PAGE # 2861 -215 AND TO READ AS FOLLOWS.

EACH UNIT OWNER WILL PAY THEIR ANNUAL MAINTENANCE ASSESSMENT IN TWELVE (12) EQUAL PAYMENTS, AND EACH PAYMENT IS DUE ON THE FIRST OF EACH MONTH, AND TO BE RECEIVED NO LATER THAN THE TENTH OF THE MONTH BY THE CORPORATION, OR A FIVE DOLLAR LATE FEE WILL BE ASSESSED TO THE DELINQUENT OWNER. UNIT OWNER WILL BE ASSESSED THIS LATE FEE AS LONG AS THEIR ACCOUNT IS DELINQUENT.

RESOLVED THAT THE DECLARATION OF CONDOMINIUM DOCUMENTS FOR TOWN COLONY CONDOMINIUM CORPORATION INCORPORATED AS RECORDED IN THE OFFICE OF RECORDS BOOK 2861 PAGES 204 thru 233 PLUS EXHIBITS A, B, C, D, E, & F AS RECORDED IN BOOK #2894 PAGES 484 thru 527 ALSO OTHER REVISION, AND THAT EXHIBIT "F" (BY LAWS) BE AMENDED TO DELETE THAT PORTION OF PARAGRAPH .4, (PAGE #2894-526) WHICH READS CERTIFIED PUBLIC ACCOUNTANT, AND INSERT AUDIT COMMITTEE AS APROVED BY THE BOARD OF DIRECTORS, AND APPOINTED BY THE PRESIDENT.

TOWN COLONY CONDO. CORP. INC.
BY Elizabeth J. West
ELIZABETH J. WEST-PRESIDENT

WITNESSED BY Edward J. Woznicki
EDWARD J. WOZNICKI
SECRETARY

WITNESS Hudson L. West

WITNESS Clement V. D'Amico

83 DEC 12 PM 3:49

OFF 11330 PAGE 383

960
12

TOWN COLONY CONDOMINIUM CORPORATION
2915 - 2917 PLUNKETT STREET
2916 - 2918 FUNSTON STREET
HOLLYWOOD FLORIDA 33020

10 DEC. 1983

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF THE
TOWN COLONY CONDOMINIUM CORPORATION INCORPORATED

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME OFFICERS
DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED,
ELIZABETH J. WEST AND EDWARD J. WOZNICKI WELL KNOWN TO ME TO BE THE
PRESIDENT AND SECRETARY REPECTIVELY OF TOWN COLONY CONDOMINIUM
CORPORATION, INCORPORATED, AND THAT THEY SEVERALLY ACKNOWLEDGE
EXECUTING THE SAME IN THE PRESENCE OF TWO SUBSCRIBING WITNESSES
FREELY AND VOLUNTARILY UNDER AUTHORITY DULY VESTED IN THEM BY
SAID CORPORATION AND THAT THE SEAL AFFIXED THERETO IS TRUE
CORPORATE SEAL OF SAID CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST
AFORESAID THIS 12TH DAY OF DECEMBER 1983

Michael J. Waller
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 1 1985
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED IN THE OFFICIAL RECORD BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

OFF
REC 11330 PAGE 384

TOWN COLONY CONDOMINIUM CORPORATION
2915 - 2917 PLUNKETT STREET
2916 - 2918 FUNSTON STREET
HOLLYWOOD, FLORIDA 33020

87060551

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR

TOWN COLONY CONDOMINIUM CORPORATION, INCORPORATED

AT THE JOINT MEETING OF THE BOARD OF DIRECTORS, AND THE MEMBERS OF THE TOWN COLONY CONDOMINIUM CORPORATION, A CORPORATION NOT FOR PROFIT, WHICH MEETING WAS HELD IN THE RECREATION ROOM AT 2918 FUNSTON STREET, HOLLYWOOD, FLORIDA, AND AFTER DUE NOTICE HAS BEEN PROPERLY GIVEN TO ALL BOARD OF DIRECTORS, AND MEMBERS CONSTITUTING ALL OWNERS OF BUILDINGS A, B, C, AND D AND ALL BOARD OF DIRECTORS AND MEMBERS BEING PRESENT, PLUS PROXIES USED AT SAID MEETING, WHICH MEETING WAS HELD ON 12 DEC. 1986 AT 8: p.m. THE FOLLOWING RESOLUTION WAS DULY MADE AND SECONDED. PASSED BY THE BOARD OF DIRECTORS, AND THERE AFTER APPROVED BY THE MEMBER BY A VOTE OF ONLY SIX VOTES AGAINST OUT OF A POSSIBLE FIFTY SIX.

RESOLVED, THAT THE DECLARATION OF CONDOMINIUM FOR TOWN COLONY AS RECORDED IN O.R. BOOK 2861, PAGE 204 THRU 233, BOTH INCLUSIVE, AND AS AMENDED BY AMENDMENTS TO SAID DECLARATION RECORDED 30 SEPTEMBER 1964 IN O.R. BOOK 2882 PAGE 560, AND RECORDED 21 OCTOBER 1964 IN O.R. BOOK 2894 PAGE 484, AND RECORDED 12 MAY 1965 IN O.R. BOOK 3014 PAGE 723, AND RECORDED 21 JUNE 1982 IN O.R. BOOK 10254 PAGES 164 THRU 167, AND RECORDED 12 DEC. 1983 IN O.R. BOOK 11330 PAGES 383 and 384, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND FURTHER AMENDS EXHIBIT B AS CONCERNS BUILDINGS A, B, C, AND D, AND ASSIGNS PARKING SPACES AS INDICATED FOR EACH BUILDING. THIS RESOLUTION SHALL BE EFFECTIVE AND REPLACES ALL PREVIOUS EXHIBIT B's ATTACHED TO THE DECLARATION AND MAKES ALL PREVIOUS EXHIBIT B's VOID.

THE FOREGOING RESOLUTION AND ALL STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT AND IN WITNESS WHEREOF WE HEREBY SET OUR HANDS AND SEAL.



TOWN COLONY CONDOMINIUM CORPORATION, INC.
Elizabeth J. West
ELIZABETH J. WEST PRESIDENT

Blument V. Chavage

FEB 11 2 49 PM '87

OFF 14161 PAGE 732

Return to Clem Chavage
2915 Plunkett St Apt 6
Hollywood FL 33020

29.00

TOWN COLONY CONDOMINIUM CORPORATION
2915 - 2917 PLUNKETT STREET
2916 - 2918 FUNSTON STREET
HOLLYWOOD FLORIDA 33020

10 DEC. 1983

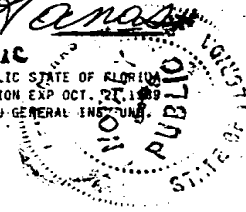
AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF THE
TOWN COLONY CONDOMINIUM CORPORATION INCORPORATED

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME OFFICERS
DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED,
ELIZABETH J. WEST AND EDWARD J. WOZNICKI WELL KNOWN TO ME TO BE THE
PRESIDENT AND SECRETARY REPECTIVELY OF TOWN COLONY CONDOMINIUM
CORPORATION, INCORPORATED, AND THAT THEY SEVERALLY ACKNOWLEDGE
EXECUTING THE SAME IN THE PRESENCE OF TWO SUBSCRIBING WITNESSES
FREELY AND VOLUNTARILY UNDER AUTHORITY DULY VESTED IN THEM BY
SAID CORPORATION AND THAT THE SEAL AFFIXED THERETO IS TRUE
CORPORATE SEAL OF SAID CORPORATION
WITHNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST
AFORESAID THIS 11th DAY OF FEBRUARY 1987

Elmer A. Hanes
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 21, 1988
BONDED THRU GENERAL INSURANCE



OFF 14161 PAGE 733

M. B. GARRIS
OCTOBER 10, 1963

CIVIL & CONSULTING ENGINEER
MIAMI, FLORIDA

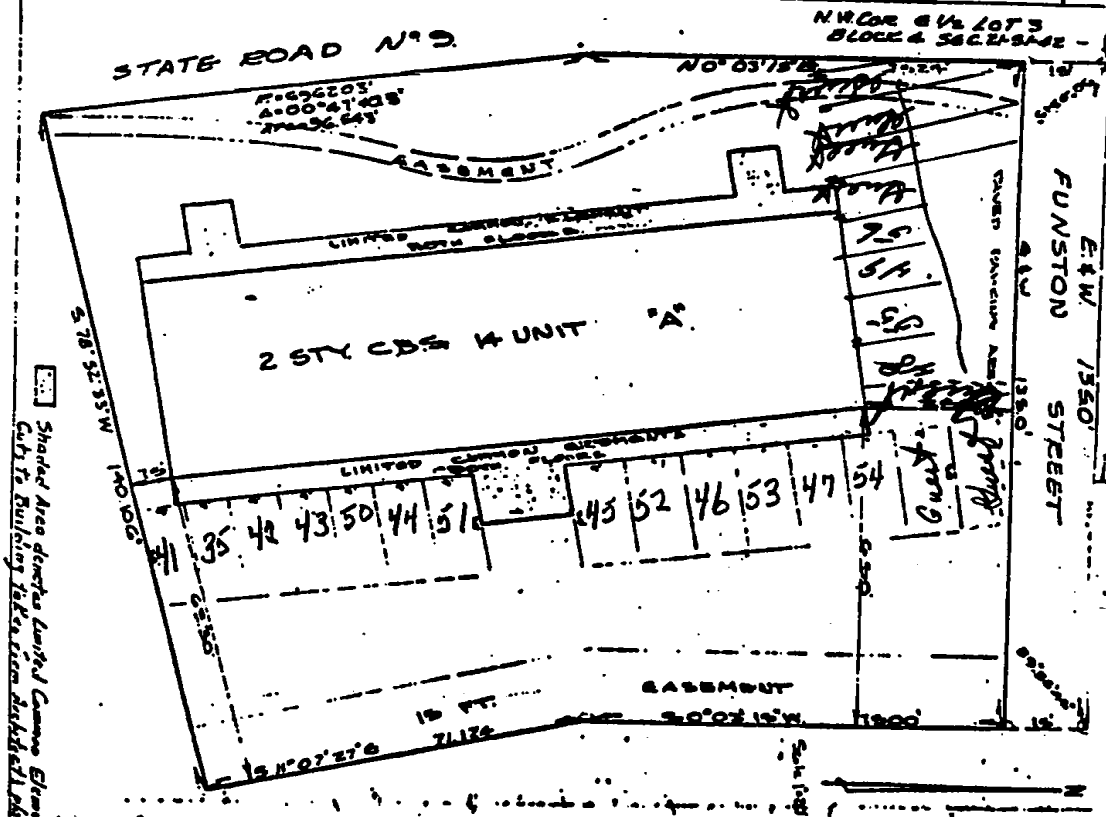
LEGAL DESCRIPTION

PARCEL "A"

Begin at the NW corner of the East 1/2 of Lot 3, Block 4, of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in plat book "A" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East 1/2 of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West, parallel to the West line of the East 1/2 of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 71.12 feet; Thence South 78 degrees 52 minutes 33 seconds West for a distance of 140.11 feet to a point on the Easterly right-of-way of State Road No. 9 and a point on a circular curve whose center bears North 83 degrees 11 minutes 55.2 seconds East from said point; Thence Northwesterly along the right-of-way of State Road No. 9 and along the said circular curve having a radius of 6,532.03 feet through a central angle of 00 degrees 47 minutes 40.3 seconds for an arc distance of 96.54 feet to the intersection thereof with the West line of the East 1/2 of the said Lot 3; Thence North 00 degrees 03 minutes 15 seconds East, along the West line of the East 1/2 of the said Lot 3, for a distance of 90.24 feet to the point of beginning, LESS the North 15 feet of the above described parcel of land.

NOTES:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "A" outside of building except parking areas and easements.
3. All easements are general common elements.
4. Unnumbered parking area is a general common element.



OFF 14161 PAGE 734

Exhibit B
Page 1

M. B. GAFF'S
OCTOBER 10, 1963

CIVIL AND CONSULTING ENGINEER
MIAMI, FLORIDA

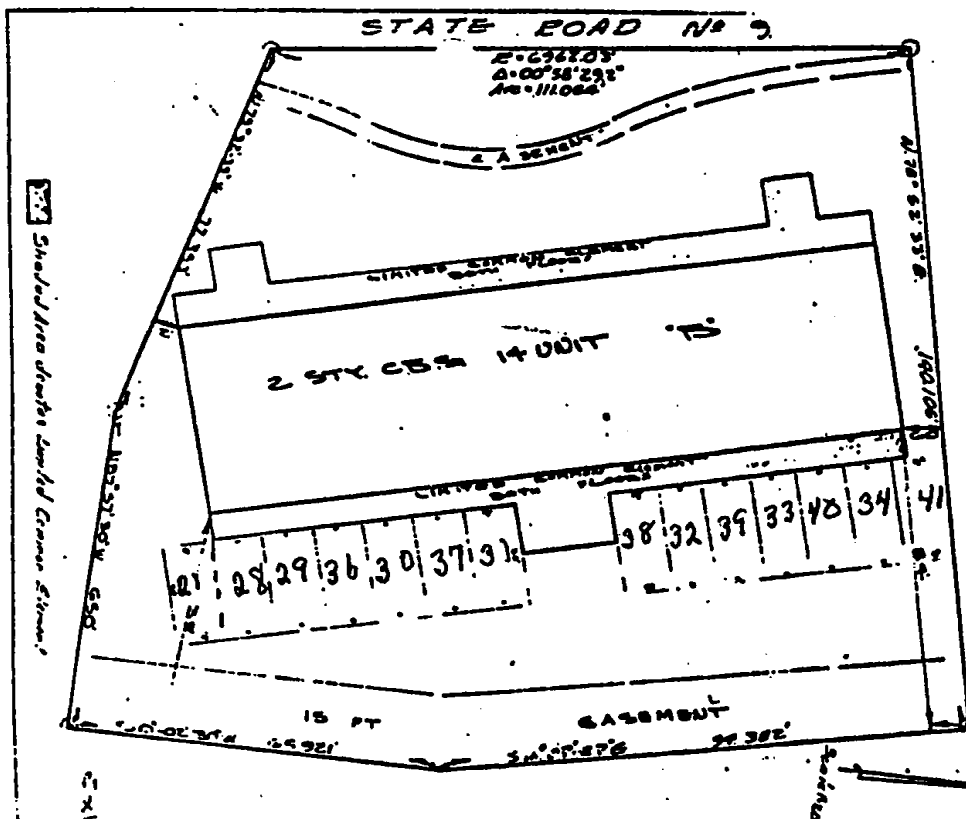
LEGAL DESCRIPTION

PARCEL "B"

Commence at the NW corner of the East $\frac{1}{2}$ of Lot 3, Block 4, of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West parallel to the West line of the East $\frac{1}{2}$ of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 71.12 feet to the point of beginning of the tract of land herein described; Thence continue South 11 degrees 07 minutes 27 seconds East for a distance of 94.39 feet to a point which is located 251.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 12 minutes 30 seconds West, parallel to the East line of the said Lot 3, a distance of 65.92 feet; Thence North 59 degrees 57 minutes 30 seconds West for a distance of 65 feet; Thence North 79 degrees 32 minutes 39 seconds West for a distance of 77.39 feet to a point on the Easterly right-of-way of State Road No. 9 and a point on a circular curve whose center bears North 82 degrees 13 minutes 26 seconds East from said point; Thence Northerly along the right-of-way of State Road No. 9 and along the said circular curve having a radius of 6,962.03 feet through a central angle of 00 degrees 53 minutes 29.2 seconds for an arc distance of 111.03 feet; Thence North 70 degrees 52 minutes 33 seconds East for a distance of 140.11 feet to the point of beginning.

NOTES:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "B" outside of building except parking areas and easements.
3. All easements are general common elements.



OFF 14161 PAGE 735

Exhibit
Page 2

M. B. Garrie
OCTOBER 10, 1963

CIVIL & CONSULTING ENGINEER
MIAMI, FLORIDA

87191 pg 3

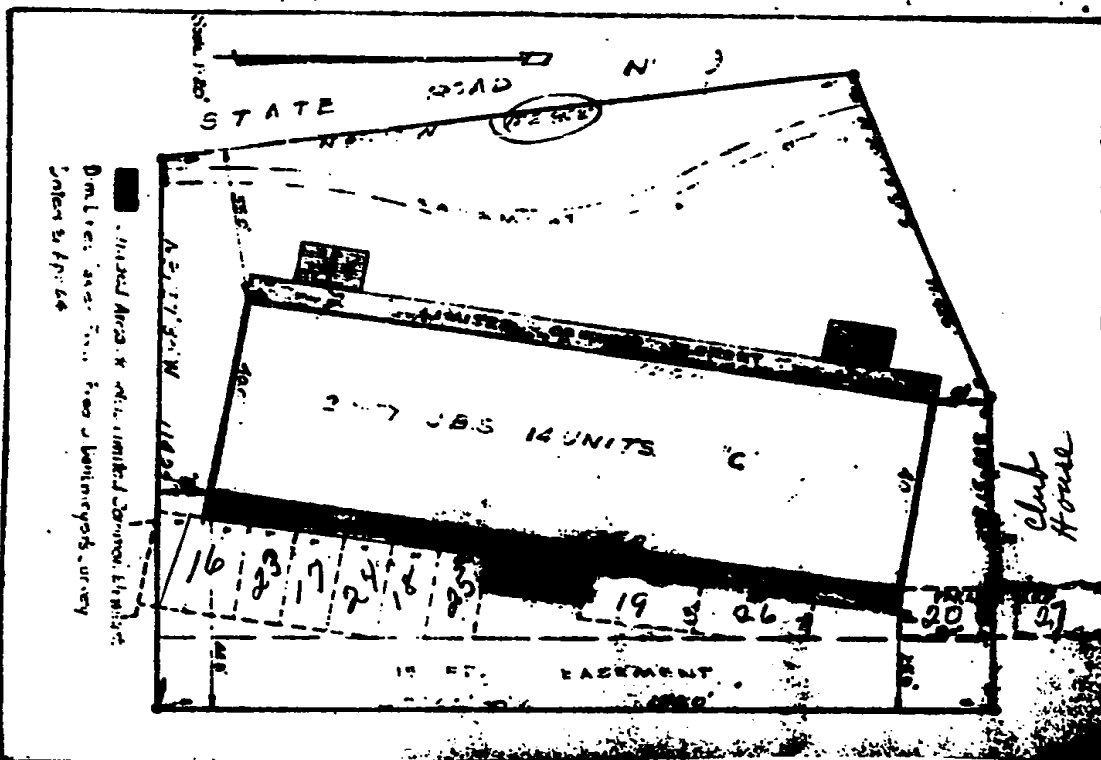
LEGAL DESCRIPTION

PARCEL "C"

Commence at the NW corner of the East 1/2 of Lot 3, Block 4, Section 21, Township 31 South, Range 42 East according to the map of "Town of HALLANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East 1/2 of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West parallel to the West line of the East 1/2 of the said Lot 3 for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 165.61 feet to a point which is located 261.84 foot South of the North line of the said Lot 3 and 157.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 02 minutes 30 seconds West, parallel to the East line of the said Lot 3, for a distance of 90.92 foot to the point of beginning of the tract of land herein described; Thence continue South 00 degrees 02 minutes 30 seconds West for a distance of 150 feet; Thence North 89 degrees 57 minutes 30 seconds West for a distance of 114.04 feet to a point on the Easterly right-of-way of State Road No. 9; Thence North 8 degrees 09 minutes West, along the Easterly right-of-way of State Road No. 9 for a distance of 128.86 feet; Thence North 70 degrees 02 minutes 30 seconds East for a distance of 71.43 feet; Thence South 09 degrees 57 minutes 30 seconds East for a distance of 65 feet to the point of beginning.

NOTE:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "C" out side of building except parking area and easements.
3. All easements are general common elements.



Exhib + B
Page 3

OFF 14161 PAGE 736

**CIVIL AND CONSULTING ENGINEER
MIAMI, FLORIDA**

PARCEL "D"

NOTE:

1. Numbered parking spaces have unity of title with corresponding numbered apartments.
2. Limited common element includes shaded area and all that portion of Parcel "D" outside of building except parking areas and easements.
3. All easements are general common elements.

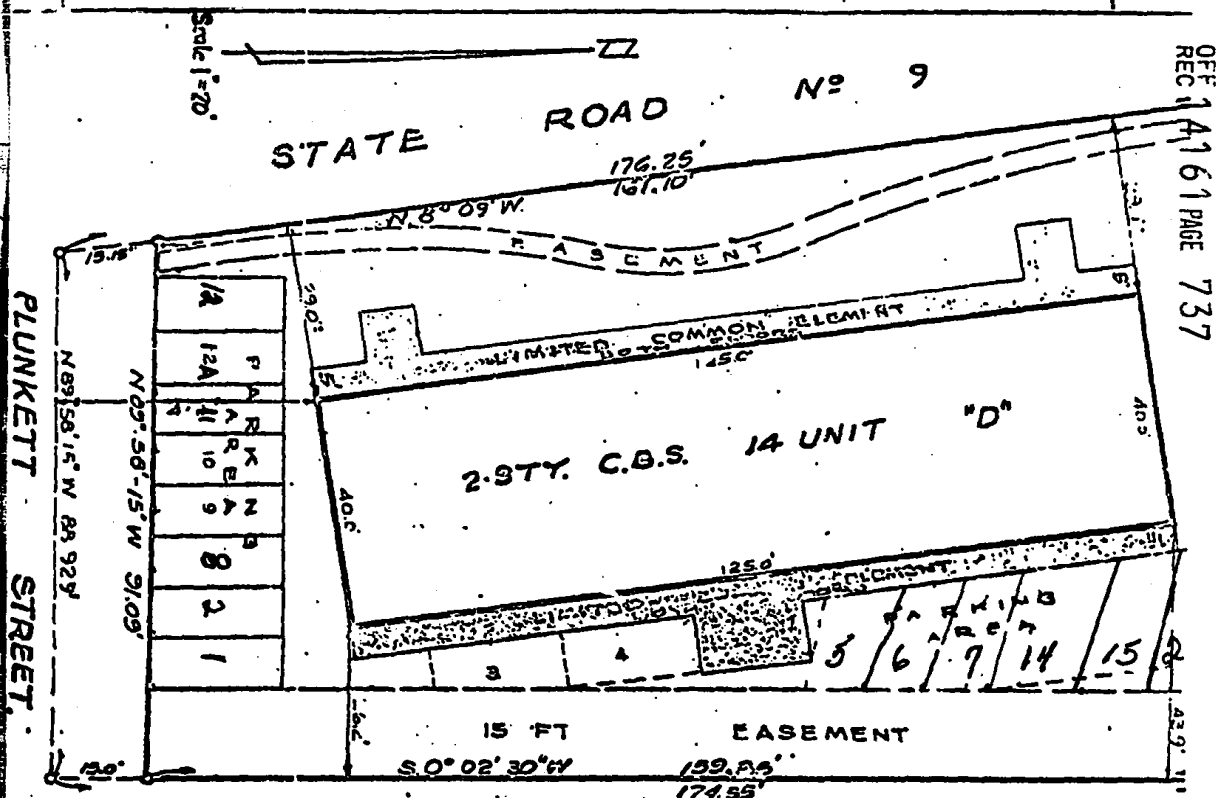


Exhibit B
Page 4

OFF REC 1A161 PAGE 737

M. B. GARRIS
OCTOBER 10, 1938

CIVIL AND CONSULTING ENGINEER
MIAMI, FLORIDA

LEGAL DESCRIPTION
PARCEL "E"
RECREATION AREA

Commence at the NW corner of the East $\frac{1}{2}$ of Lot 3 Block 4 of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF HALLANDALE" as recorded in plat book "B" at page 13 of the public records of Dade County, Florida; Thence due East along the North line of the East $\frac{1}{2}$ of the said Lot 3, for a distance of 135 feet; Thence South 00 degrees 03 minutes 15 seconds West, parallel to the West line of the East $\frac{1}{2}$ of the said Lot 3, for a distance of 90 feet; Thence South 11 degrees 07 minutes 27 seconds East for a distance of 165.51 feet to a point which is located 251.84 feet South of the North line of the said Lot 3 and 167.42 feet West of the East line of the said Lot 3; Thence South 00 degrees 02 minutes 30 seconds West, parallel to the East line of the said Lot 3, for a distance of 65.92 feet to the point of beginning of the tract of land herein described; Thence continue South 00 degrees 02 minutes 30 seconds West for a distance of 25 feet; Thence North 69 degrees 57 minutes 30 seconds West for a distance of 65.0 feet; Thence South 70 degrees 02 minutes 30 seconds West for a distance of 71.43 feet to a point on the Easterly right-of-way of State Road No. 9; Thence North 8 degrees 09 minutes 00 seconds West along the Easterly right-of-way of State Road No. 9 for a distance of 18.63 feet to the beginning of a tangential circular curve; Thence Northerly along the Easterly right-of-way of State Road No. 9 and along the said circular curve to the right having a radius of 6,632.03 feet through a central angle of 00 degrees 22 minutes 26 seconds for an arc distance of 45.43 feet; Thence South 70 degrees 32 minutes 39 seconds West for a distance of 77.39 feet; Thence South 69 degrees 57 minutes 30 seconds East for a distance of 65.00 feet to the point of beginning, excepting from the above description the West 10 feet of the East 25 feet.

NOTE:

- #1 Easements are general common elements.
- #2 Numbered parking spaces have unity of title with corresponding numbered apartments.

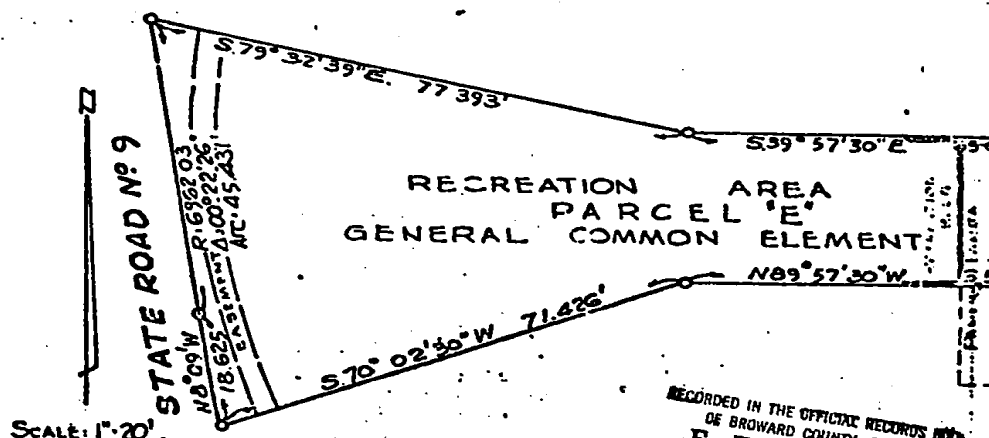
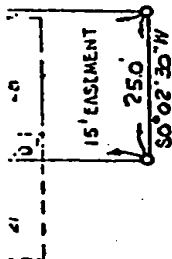


Exhibit B
Page 5

RECORDED IN THE OFFICIAL RECORDS
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

REC 14161 PAGE 738

92038413

Amendment to the Declaration of Condominium
of the
TOWN COLONY CONDOMINIUM CORP., INC.
2915, 2917 Plunkett Street
2916, 2918 Funston Street
Hollywood, Florida

At the Joint Meeting of the Board of Directors and members of the Town Colony Condominium Corporation, a corporation not for profit, which meeting was held in the recreation room at 2918 Funston Street, Hollywood, and after due notice had been properly given to all Board of Directors, and members constituting all the owners of buildings A, B, C, and D, and all Board of Directors and members being present, plus mailed-in ballots used at said meeting, which meeting was held on December 13, 1991 at 8:00 PM, the following resolution was duly made and seconded, passed by the Board of Directors, and thereafter approved by the members by a vote of 32 yes, 8 no and 1 blank.

AMENDMENT

Be it resolved that beginning January 1, 1992 and thereafter, an administrative fee of Fifty Dollars (\$50.00) be paid to the Town Colony Condominium Corporation, Inc., by the lessee or lessor, or seller or buyer upon the sale or rental of an apartment.

This is to cover administrative costs, costs to the credit bureau, officers trips to banks and attorneys for verification of certain mortgage papers and approval papers.

-END-

The foregoing resolution and all statements contained herein are true and correct and in witness whereof we hereby set our hands and seal.

TOWN COLONY CONDOMINIUM CORP., INC.

Bruce D. Dickson, President

Bruce D. Dickson

WITNESS

Jane [Signature]
Marie [Signature]
Clennet [Signature]

ATTESTED

John B. Perry
John B. Perry
Secretary

JAN 23 2 55 PM '92

BK19121P60977

518

RECORD AND RETURN TO:

Name: Banco Popular North America
Address: 9600 West Bryn Mawr Avenue
3rd Floor
Rosemont, IL 60018

THIS INSTRUMENT PREPARED BY:

Name: Joseph H. Ganguzza, Esquire
Haber & Ganguzza LLP
Address: 1 SE 3RD Avenue, Ste 1820
Miami, FL 33131

[Space above line reserved for recording office use]

**COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT
ASSESSMENTS AND ASSIGNMENT OF LIEN RIGHTS**

TOWN COLONY CONDOMINIUM CORPORATION, INC.

AS "ASSIGNOR"

AND

**BANCO POPULAR NORTH AMERICA,
AS "ASSIGNEE"**

ALL FLORIDA DOCUMENTARY STAMP TAXES PAYABLE IN CONNECTION WITH THIS TRANSACTION HAVE BEEN PAID.

THIS COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENTS AND ASSIGNMENT OF LIEN RIGHTS (the "Assignment"), is made and entered into this 3rd day February, 2006 of by and between **BANCO POPULAR NORTH AMERICA**, with its principal place of business being located at 7900 Miami Lakes Drive West, Miami Lakes, Florida 33016 (the "Assignee"), and Town Colony Condominium Corporation, Inc., a Florida non-profit corporation, having its principal place of business located at c/o Horizon Maintenance 5618 Hollywood Boulevard, Hollywood, Florida 33021 (the "Assignor").

WHEREAS, Assignor has, of even date herewith, executed a Secured Promissory Note (the "Note") in favor of Assignee in the original principal amount of Two Hundred Fifty Thousand and No/100 (\$250,000.00) DOLLARS, subject to terms and conditions required by Assignee (the "Loan"); and

WHEREAS, Assignor is the entity charged with the duty to administer the parcels of real property which are subject to the terms and provisions of the Declaration of Condominium identified within Exhibit "A" attached hereto and all amendments and/or supplements thereto (collectively, the "Declaration"), which Declaration has established the Articles of Incorporation of Assignor (together with all amendments and/or supplements thereto, collectively, the "Articles") and the By-Laws of Assignor (together with all amendments and/or supplements thereto, collectively, the "By-Laws"), as well as the power to levy assessments, both general and special, for common expenses and to collect and enforce such assessments and collection rights by the exercise of lien rights; and

WHEREAS, pursuant to Florida Statutes Chapter 718 and 617 and the Declaration, Assignor possesses the power and authority to borrow, assess, lien and enforce its assessment rights; and

WHEREAS, all requisite actions have been taken by proper actions and resolutions of the Board of Directors of Assignor on _____ (the "Resolutions") (and by the unit owners subject to the Declaration, if required) directing that a line item be established annually in Assignor's operating budget to provide for payment of the Loan, authorizing Assignor to secure the Loan and authorizing the appropriate officers of Assignor to execute the Loan Documents (as hereinafter defined); and

WHEREAS, proper notice was given for: (a) holding a meeting of the Board of Directors of Assignor on _____, at which meeting the Resolutions were passed for designation of a line item in each annual operating budget of Assignor sufficient to provide for payment in full of the Note in accordance with the Loan Documents (as hereinafter defined); and (b) securing the approval, if required under the Declaration, the Articles or the By-Laws, of members of the Assignor authorizing the Assignor to borrow money and to make the Loan, which Loan is to be secured by: (i) all special assessments designated for payment of the Loan by Assignor; (ii) all regular assessments not designated for reserves and (iii) the excess of all special assessments remaining after the initial purpose for the Loan has been satisfied (collectively, the "Assessments"); and

WHEREAS, the Resolutions were properly adopted by the Board of Directors of the Assignor and all approvals of members of the Assignor, if required by the Declaration, have been obtained; and

WHEREAS, as security for the timely and complete payment and performance of the obligations of the Assignor evidenced by the Note, Assignor has agreed to assign, convey and set over unto Assignee all of Assignor's right, title and interest in and to its Assessments, in and to its right to collect Assessments and in and to all lien rights possessed by the Assignor to collect the Assessments from its members upon default under the Note or under the other Loan Documents (as hereinafter defined); and

WHEREAS, Assignor desires to secure to Assignee the timely and complete payment and performance of the obligations of the Assignor evidenced by the Note and evidenced by the other Loan Documents (as hereinafter defined);

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, paid by Assignee to Assignor, Assignor does hereby assign, transfer, pledge and set over unto Assignee, its successors and/or assigns, the proceeds of all funds realized from any and all Assessments levied by Assignor in order to raise the funds necessary to timely tender all payments coming due under the Note. The proceeds of the Loan shall be utilized for the initial purpose of providing funding for concrete restoration and to improve or benefit the parcels of real property which are subject to the terms and provisions of the Declaration and, after payment in full of all charges related to the initial purpose specified above, to supplement Assignor's cash flow for any legal purpose of Assignor. Assignor further assigns, transfers, pledges and sets over unto Assignee, Assignor's right to collect Assessments and all lien rights applicable to the enforcement of Assignor's right to collect Assessments, all as specifically described in the Declaration. This Assignment shall remain in full force and effect until all indebtedness evidenced by the Note shall have been fully paid and satisfied. This Assignment shall be subject to the following terms and conditions, to wit:

1. **Recitals Affirmed**. The parties hereby affirm all recitals set forth above as true and correct and binding on Assignor.

2. **Administration of Assessments**. During the good standing of the Note, Assignor shall have the right to administer the Assessments, collect the proceeds of the Assessments from its members, and remit the same to Assignee; but should Assignor fail to timely pay its obligations under the Note, or otherwise shall fail to observe and comply with the terms and provisions of the Note and/or this Assignment and/or the following documents executed by the Assignor in favor of the Assignee: (i) UCC-1 Financing Statement; (ii) Loan and Security Agreement; (iii) Borrower's Affidavit; (iv) Closing Statement; and (v) Borrower's Consent to Lender's Inspection Rights, and any and all other instruments and documents required by Assignee in order to consummate the Loan, all of even date herewith and which have likewise been executed to secure or evidence the indebtedness evidenced by the Note (collectively, the "Loan Documents"), then all further Assessments, at Assignee's discretion, shall be paid directly to Assignee and Assignee shall have the right to enforce the liability of the members of the Assignor to pay the Assessments to the same extent and degree as if it were the Assignor. Accordingly, Assignor shall, when requested by Assignee, take any and all further steps necessary to notify the members of the Assignor to direct their payments to be tendered to Assignee and to file such documents as may be necessary under the Declaration or otherwise to perfect liens against the property of non-paying members of the Assignor and thereafter to execute such other documents as may be necessary to demonstrate that such liens have been perfected for Assignee by suit for foreclosure or otherwise. Upon occurrence of any default under the Note and/or under any of the other Loan Documents, and if such default is not cured within ten (10) days of the date of written notice directed

by Assignee to Assignor, then Assignor shall deliver to Assignee all proceeds realized from Assessments imposed upon the members of the Assignor and Assignor agrees to execute and deliver to the holder of the Note any further assignments necessary to perfect the transfer of such funds and the pledge of the lien rights appurtenant thereto which may be reasonably required by Assignee to enforce collection of such Assessments. In addition, upon the occurrence of any default under the Note or under any of the other Loan Documents, and if such default is not cured within ten (10) days of the date of written notice directed by Assignee to Assignor then Assignee shall have the right and authority to cause Assignor to impose Assessments against the members of the Assignor and the units subject to the Declaration and to collect said Assessments by enforcement of the lien rights herein pledged and assigned. Notwithstanding the foregoing, should Assignor timely pay and discharge the indebtedness evidenced by the Note and by the other Loan Documents, then this Assignment shall be null and void and shall be of no further force or effect, and shall be released upon the request and at the expense of Assignor.

3. **Covenants of Assignor.** Assignor agrees that in connection with the levy and collection of Assessments against the members of the Assignor, it will:

a. Use all funds collected to the extent necessary for the purpose of satisfying, reducing the interest, principal and other sums that may be due under the Note;

b. Except in the ordinary course of business, not grant any concessions, forgiveness, forbearance or other relief from the obligation of each member of the Assignor to pay such Assessments without Assignee's written consent; and

c. Enforce all of the terms, conditions, provisions and covenants contained in the Declaration, in the Articles and in the By-Laws as such documents provide for the levy, collection and enforcement of Assessments against each member of the Assignor.

Violation of any of the above covenants shall constitute a default under this Assignment, and Assignee shall be entitled to exercise the remedies contained within this Assignment.

4. **Application of Assessments.** All sums collected and received by Assignee as a result of a default under the Note and the subsequent enforcement of this Assignment shall first be applied to the payment of the reasonable costs and expenses of collection thereof. The balance, if any, which shall be known as the "net income", shall be applied first to interest due under the Note and then toward reduction of the principal indebtedness evidenced by the Note, provided, however, that no credit shall be given by Assignee for any sum or sums received from Assessments until the amount collected is actually received by Assignee, and no credit shall be given for any uncollected amounts or bills.

5. **Additional Assessments.** In the event the funds assessed by Assignor against its members, as the Assessments are provided for in the operating budgets adopted from time to time by Assignor, are not sufficient to timely tender all of the payments required under the terms and provisions of the Note, then Assignor shall levy such additional Assessments as may be necessary, on an emergency basis, to timely tender all of the payments due pursuant to the terms and provisions of the Note.

6. **Agents and Employees in Collection.** Assignee may, after occurrence of a default as above provided, from time to time appoint and dismiss such agents or employees, including professionals, as shall be necessary for the collection and enforcement of such Assessments and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority on Assignor's behalf to collect and enforce collection of the Assessments and to do all acts relating to the collection of the Assessments as may be authorized by the Declaration. Assignee shall have the sole control of such agents or employees and such agents or employees shall be paid from the proceeds of the Assessments as a cost of collection. Assignor hereby expressly releases Assignee from any liability to Assignor for the acts of such agents or employees so long as they exercise reasonable care. Furthermore, the costs and expenses of any agents utilized by Assignee shall be borne exclusively by Assignor.

7. **Rights Cumulative.** Assignor agrees that nothing in this Assignment shall be construed to limit or restrict in any way the rights and powers granted in any of the other Loan Documents executed by Assignor in favor of Assignee to evidence or further secure payment of the Note and the rights herein shall be in addition thereto.

8. **Waiver.** The collection and application of the proceeds of the Assessments by Assignee to the indebtedness evidenced by the Note shall not constitute a waiver of any default which might, at the time of application or thereafter, exist under the Note or under the other Loan Documents, and the payment of the indebtedness may be accelerated in accordance with the terms of the Note, notwithstanding such application.

9. **Cross Default.** This Assignment is executed to secure a payment of the indebtedness evidenced by the Note and by the other Loan Documents. A default on the part of the Assignor under any one of the Loan Documents shall be and shall constitute a default under this Assignment. Conversely, a default under this Assignment shall be and shall constitute a default on the part of the Assignor under the terms, conditions and provisions of each of the other Loan Documents. This Loan shall be cross-defaulted and cross-collateralized with any other loan between Borrower and Lender. In the event of a default on this Loan, a default shall be deemed to accrue under any other outstanding loan between Borrower and Lender. In addition, the collateral securing any other Loan between Borrower and Lender shall likewise secure this Loan.

10. **Event of Default; Remedies.** In the event of a default hereunder and/or in the event of a default under the Note and/or in the event of a default under any of the other Loan Documents (and in the event such default is not cured within ten days from the date the Assignee provides the Assignor with written notice of such default), Assignee shall have all remedies available at law and in equity, including the right to require specific performance of the terms, conditions, provisions, covenants and agreements described in this Assignment. In the event of such default, Assignee shall have the right to notify each member of Assignor to pay directly to Assignee, until the Note shall be paid in full, all Assessments imposed against the members of the Assignor and each member of the Assignor shall be entitled to rely upon such written directions from Assignee without the necessity of receiving confirmation from Assignor. In addition, in the event of an uncured default under this Assignment and/or under the Note and/or under any of the other Loan Documents, Assignee shall, upon the filing of a bill in equity to enforce the rights of Assignee hereunder and to the extent permitted by law and without regard to the value or the adequacy of the security, be entitled to apply for the appointment of a receiver to take financial control of the operation of Assignor. The receiver shall collect all

Assessments and other revenues due to Assignor and shall apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State of Florida. In all events, Assignor shall be liable for all costs and expenses of collection and enforcement hereof, including reasonable court costs and attorneys' fees, whether or not suit is instituted and including all costs and fees of appellate proceedings.

11. No Amendment of Resolutions, Declaration, Articles or By-Laws. As long as this Assignment remains in effect, Assignor agrees that the Resolutions, including representations as to notice and approval of the Loan hereinbefore identified in the recitals of this Assignment, nor the Assessments nor the line item in each annual budget adopted by the Assignor may be modified nor any liability released nor any changes made in connection with payment terms or any other changes, amendments or modifications of whatsoever kind, without the prior written consent of Assignee. Furthermore, Assignor shall not amend or modify the terms and provisions of the Declaration which would adversely affect the rights of Assignee under this Assignment without the consent of Assignee (which consent shall not be unreasonably withheld), and Assignor shall not amend or modify the By-Laws or the Articles without the consent of Assignee (which consent shall not be unreasonably withheld), if such amendments would adversely affect in any manner the rights of Assignee under this Assignment.

12. Non-Revolving Line of Credit/Draw Requests. The Note evidences a non-revolving line of credit (the "Line of Credit") made available to Assignor by Assignee in an amount not to exceed the amount of the Loan to be at any one time outstanding. The Line of Credit contemplates that Assignor will, from time to time, submit draw requests in the form provided by Assignee (the "Draw Request") to Assignee in order to obtain funding from Assignee under the Line of Credit. With respect to the Draw Requests, Assignor agrees as follows:

a. Assignee shall be authorized to fund under the line of Credit based upon a Draw Request submitted by facsimile transmission from Assignor to Assignee, signed by an authorized signatory;

b. Assignor shall submit a written, notarized list to Assignee (which list shall be executed by not less than three members of the Board of Directors of the Assignor) specifying the names and telephone numbers of all members of Assignor who are authorized to submit Draw Requests on behalf of Assignor;

c. Assignee shall have the right, but shall not be obligated to so do, contact by telephone the person executing the Draw Request on behalf of Assignor, in order to verify the contents of the Draw Request submitted by Assignor; and

d. All Draw Requests submitted by Assignee shall be in minimum amounts of \$10,000.00

e. Assignor shall have a continuing affirmative duty to provide written notification to Assignee immediately upon any addition, deletion or other change in any of the officers and/or director of Assignor. Such written notification shall be accompanied by a corporate resolution specifying the names and phone numbers of *all* of the authorized signatories of the Assignor who may submit Draw Requests to Assignee on behalf of the Assignor. Assignor understands that Assignee may rely on the most recent information actually received by Assignee, which may include information transmitted by facsimile.

13. Continuing Obligation to Update Corporate Officers/Directors/Address. Assignor shall have a continuing, affirmative duty to provide written notification to Assignee immediately upon any addition, deletion or other change in any of the officers, directors and/or address of Assignor. Assignor understands that Assignee may rely on the most recent information actually received by Assignee, which may include information transmitted by facsimile.

14. Notices. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at such address as each party has provided to the other, or at such other address which the party may hereafter designate by Notice given in like fashion. Notice shall be deemed received when delivered if by hand delivery or three (3) business days after sent postage prepaid, certified mail, return receipt requested. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc., may be sent by ordinary first class mail or facsimile.

15. Insurance. Assignor shall obtain, and maintain in full force and effect, hazard and public liability insurance coverages, written by carriers licensed or authorized to transact business in the State of Florida and which are rated "B" or higher, Class III or higher, according to the latest published Best's Key Rating Guide. Assignor agrees to furnish Assignee with true and correct copies of all such insurance policies and paid premiums therefor during the term of the Note.

16. Financial Statements. Assignor covenants and warrants that, by not later than May 30th of each year throughout the term of the Note, Assignor shall furnish Assignee with audited (if available) financial statements for the prior fiscal year (including a balance sheet and income and expense statement), together with all supporting schedules attached thereto, which financial statements are to be certified by Assignor to Assignee. The financial statements to be furnished, on an annual basis, by Assignor to Assignee shall be in form satisfactory to Assignee, and in accordance with the requirements of law.

17. Successors and/or Assigns. This assignment of the right to collect Assessments and the pledge and assignment of the lien rights to enforce such Assessments shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon the successors and assigns of Assignor, including any multiplicity of entities that may succeed or partially succeed Assignor as a party responsible for the operation of the real property subject to the Declaration.

18. Applicable Law; Severability; Captions; Plurality. This Assignment is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with and be governed by the laws of such State. In the event of any inapplicability or unenforceability of any provision of this Agreement, then such inapplicability or unenforceability shall not affect, limit or impair the validity or operation of all other provisions of this Agreement. The captions used herein are used for convenience only and shall not affect the interpretation of this Assignment. At all times, any word used in the singular herein shall also include the plural, and vice versa.

19. Advertisement. The Assignee shall have the right to disclose and advertise, by whatever means of disclosure

and advertisement the Assignee deems appropriate (including, without limitation, the utilization of the Assignor's name and photographs of the parcel of real property which is subject to the Declaration), the extension of the loan to the Assignor by the Assignee evidenced by the Note.

20. **Recordable Release.** Upon full and complete payment of the Note, Assignee shall execute, and deliver to Assignor, a release of this Assignment, in recordable form.

21. **Time of Essence.** Time is of the essence with respect to this Assignment.

22. **Waiver of Trial by Jury.** ASSIGNOR AND ASSIGNEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT, THE LOAN DOCUMENTS AND ANY AGREEMENT CONTEMPLATED OR TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

TOWN COLONY CONDOMINIUM CORPORATION, INC.

Witness: _____
Print Name: _____

By: Brenda Glidden
Print Name: Brenda Glidden, President

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____

By: Juvencio Pereira
Print Name: Juvencio Pereira, Director

Witness: _____
Print Name: _____

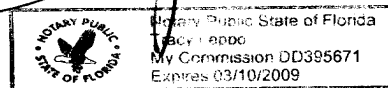
STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

I hereby certify that on this 3rd day of February, 2006, before me, an officer duly authorized to take acknowledgments in the state aforesaid and in the county aforesaid, personally appeared Brenda Glidden, as President of Town Colony Condominium Corporation, Inc., who is personally known to me.

My Commission Expires:

Notary Public, State of Florida
Print Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)



I hereby certify that on this 3rd day of February, 2006, before me, an officer duly authorized to take acknowledgments in the state aforesaid and in the county aforesaid, personally appeared Juvencio Pereira, as Director of Town Colony Condominium Corporation, Inc, who is personally known to me.

My Commission Expires:

Notary Public, State of Florida
Print Name: _____

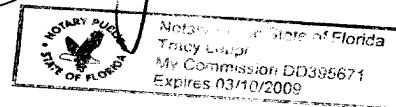


EXHIBIT "A"

TOWN COLONY CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2861, at Page 204, of the Public Records of Broward County, Florida.

RECORD AND RETURN TO:

Name: Joseph H. Ganguzza, Esquire
Haber & Ganguzza LLP
Address: One Southeast Third Street, Suite 1820
Miami, FL 33131

THIS INSTRUMENT PREPARED BY:

Name: Joseph H. Ganguzza, Esquire
Haber & Ganguzza LLP
Address: One Southeast Third Street, Suite 1820
Miami, FL 33131

[Space above line reserved for recording office use]

MODIFICATION OF COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENTS AND ASSIGNMENT OF LIEN RIGHTS

THIS MODIFICATION OF COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENTS AND ASSIGNMENT OF LIEN RIGHTS (the "Modification of Collateral Assignment") is made and entered into as of the 22nd day of December, 2006, by and between Town Colony Condominium Corporation, Inc., a Florida non-profit corporation (hereinafter referred to as the "Borrower") and BANCO POPULAR NORTH AMERICA (hereinafter referred to as the "Lender").

WITNESSETH:

WHEREAS, the Borrower executed a Secured Promissory Note dated February 3, 2006 (the "Original Note"), in favor of the Lender, in the original principal amount of Three Hundred Thousand and No/100 (\$300,000.00) DOLLARS; and

WHEREAS, the Borrower executed a Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights, dated February 3, 2006 (the "Collateral Assignment"), in favor of the Lender, which Collateral Assignment was filed for record on March 1, 2006 in Official Records Book 41548, at Page 1884, of the Public Records of Broward County, Florida. The Collateral Assignment was executed and delivered by the Borrower in order to secure the timely and complete payment and performance of the obligations of the Borrower evidenced by the aforementioned Promissory Note; and

WHEREAS, the Borrower and the Lender have agreed to amend and modify certain of the terms and provisions contained within the Note and Collateral Assignment to reflect a new payment terms on the Loan and to evidence total borrowing in the amount of \$300,000.00.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1) The Borrower has, of even date herewith, executed an Amendment to Promissory Note in favor of the Lender, upon the terms set forth therein.

2) Wherever the term "Promissory Note" and/or "Note" is utilized in the Collateral Assignment, said term shall be deemed to be and include the instant Modification of Collateral Assignment and the Note as amended.

3) The Borrower acknowledges and agrees that the Lender has fully performed each and every one of its obligations under the Note(s), under the Collateral Assignment and under all other documents executed pursuant thereto and hereto (collectively the "Loan Documents") on a timely basis. The Borrower acknowledges the validity and enforceability of the original loan transactions underlying the execution of each of the Loan Documents and the Borrower hereby waives, discharges and releases any and all existing claims and defenses, whatsoever, that the Borrower might have against the Lender or which might affect the enforceability of the Loan Documents or the security interests of the Lender thereunder. The Borrower further acknowledges that as of the date hereof the Borrower has no defenses, counterclaims, setoffs or rights of setoff against the Lender and/or against the enforceability of the Loan Documents or the security interests of the Lender thereunder. The Borrower acknowledges and agrees that the waiver, discharge and release herein contained represent an essential part of a consideration bargained for and received by the Lender in return for the agreement of the Lender to the

NOTE: THIS INSTRUMENT SERVES TO MODIFY TERMS OF AN EXISTING LOAN. NEW BORROWING IS LIMITED TO THE AMOUNT OF \$50,000.00.

4

terms and provisions of this Amendment.

4) Except as specifically modified herein, each and every one of the terms, conditions, provisions, covenants and agreements set forth in the aforementioned Note(s) and in the Collateral Assignment, shall survive the execution of this Amendment, are hereby ratified and reaffirmed by the Borrower, are incorporated herein by reference and shall remain in full force and effect. Wherever the terms and conditions contained within the Note(s) and/or within the Collateral Assignment in any manner conflict with the terms and provisions set forth within this Amended and Restated Note, the terms and provisions contained within the Amended and Restated Note shall be deemed to be superseding and prevailing.

5) The inapplicability or unenforceability of any provision of the Amended and Restated Note, or of any instrument executed and delivered pursuant hereto, shall not limit or impair the operation or validity of any other provision of this Collateral Assignment, or of any other such instrument.

6) This Loan shall be cross-defaulted and cross-collateralized with any other loan between Borrower and Lender. In the event of a default on this Loan, a default shall be deemed to accrue under any other outstanding loan between Borrower and Lender. In addition, the collateral securing any other existing or future Loan between Borrower and Lender shall likewise secure this Loan.

7) EXCEPT AS MAY BE PROHIBITED BY LAW, NEITHER THE LENDER NOR THE BORROWER SHALL SEEK A JURY TRIAL WITH RESPECT TO ANY LAWSUIT, PROCEEDING OR COUNTERCLAIM BASED UPON, OR ARISING OUT OF, THE NOTE, THE COLLATERAL ASSIGNMENT, THIS AMENDMENT OR ANY RELATIONSHIP BETWEEN THE BORROWER AND THE LENDER. IF THE SUBJECT MATTER OF ANY SUCH LAWSUIT IS ONE IN WHICH THE WAIVER OF A JURY TRIAL IS PROHIBITED, NEITHER THE LENDER NOR THE BORROWER SHALL PRESENT AS A PERMISSIVE COUNTERCLAIM IN SUCH A LAWSUIT, ANY CLAIM ARISING OUT OF THE NOTE OR THE COLLATERAL ASSIGNMENT OR THIS AMENDMENT. FURTHER, NEITHER THE BORROWER NOR THE LENDER SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

IN WITNESS WHEREOF, this Modification of Collateral Assignment has been entered into as of the date first set forth above.

BORROWER:

TOWN COLONY CONDOMINIUM CORPORATION, INC.

By: Brenda Glidden
Brenda Glidden, President

Print Name: BRENDA GLIDDEN

By: Juencio Pereira
Juencio Pereira, Director

Print Name: Juencio Pereira

LENDER:

BANCO POPULAR NORTH AMERICA

By: Rebecca R. Laca

Print Name: Rebecca Laca

Print Name: _____

NOTE: THIS INSTRUMENT SERVES TO MODIFY TERMS OF AN EXISTING LOAN. NEW BORROWING IS LIMITED TO THE AMOUNT OF \$50,000.00.

STATE OF FLORIDA)
) ss.
 COUNTY OF BROWARD)

I hereby certify that on this 22nd day of December, 2006, before me, an officer duly authorized to take acknowledgments in the state aforesaid and in the county aforesaid, personally appeared Brenda Glidden, as President of Town Colony Condominium Corporation, Inc., who is personally known to me.

Martin I. Baer

My Commission Expires:

Notary Public, State of Florida
 Print Name:

STATE OF FLORIDA)
) ss.
 COUNTY OF BROWARD)

I hereby certify that on this 22nd day of December, 2006, before me, an officer duly authorized to take acknowledgments in the state aforesaid and in the county aforesaid, personally appeared Juvencio Pereira, as Director of Town Colony Condominium Corporation, Inc, who is personally known to me.

Martin I. Baer

My Commission Expires:

Notary Public, State of Florida
 Print Name:

STATE OF FLORIDA)
) ss.
 COUNTY OF MIAMI-DADE)

I hereby certify that on this 4th day of December, 2006 before me, an officer duly authorized to take acknowledgments in the state aforesaid and in the county aforesaid, personally appeared January, as V.P. of BANCO POPULAR NORTH AMERICA who is personally known to me.

Martin I. Baer
 Notary Public, State of Florida

My Commission Expires:

Print Name: Martin I. Baer



EXHIBIT "A"

TOWN COLONY CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2861, at Page 204, of the Public Records of Broward County, Florida.

DATA TRACE DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES REFLECTING THE CONDITION OF TITLE TO REAL PROPERTY – UNLESS STATED OTHERWISE WITHIN A MASTER LICENSE/SERVICES AGREEMENT BETWEEN DATA TRACE AND ITS CLIENT. THIS SEARCH WAS COMPILED FROM PUBLIC RECORDS MADE AVAILABLE FROM VARIOUS COUNTY AND MUNICIPAL OFFICES, AGENCIES AND DEPARTMENTS. THE SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES BASED ON COURSE OF DEALING OR USAGE IN TRADE OR ERRORS OR OMISSIONS RESULTING FROM NEGLIGENCE, MIS-INDEXING, MIS-POSTING OR ITEMS THAT ARE AFTER THE EFFECTIVE DATE OF THE SEARCH. THIS IS NOT AN INSURED SERVICE. IN THE EVENT THIS SEARCH INCLUDES AN “EXAMINATION OR READING” CUSTOMER MUST EXAMINE THE PRODUCT PRIOR TO ISSUING A COMMITMENT. IN THE EVENT THAT THE SUBJECT PROPERTY IS LOCATED IN THE STATE OF FLORIDA - THIS REPORT IS NOT TITLE INSURANCE - PURSUANT TO S. 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE ISSUER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS OR OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT, AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT. IT IS CUSTOMER’S SOLE OBLIGATION TO COMPLY WITH APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS IN THE USE OF DATA TRACE’S PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO, THE UNITED STATES DEPARTMENT OF THE TREASURY, FINANCIAL CRIMES ENFORCEMENT NETWORK, GEOGRAPHIC TARGETING ORDER. THIS DISCLAIMER SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS. THE SERVICES ARE EXCLUSIVELY FOR DATA TRACE’S CLIENT AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES. THIS DISCLAIMER SHALL APPLY TO THE SERVICES EVEN IF PRODUCED IN MULTIPLE FORMATS OR DELIVERED BY MULTIPLE METHODS.