

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

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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

.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

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:

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

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

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

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.

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

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.

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 cover

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

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

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:

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

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.

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

County, Florida.

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.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 liencees 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

Declaration the day and year first above written.

Witnesses:

Yette Goodman
James Hester

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.

July

James Hester
Notary Public, State of Florida
at Large

My Commission Expires:

74961 pg 2 Exhibit "A"

LEGAL DESCRIPTION

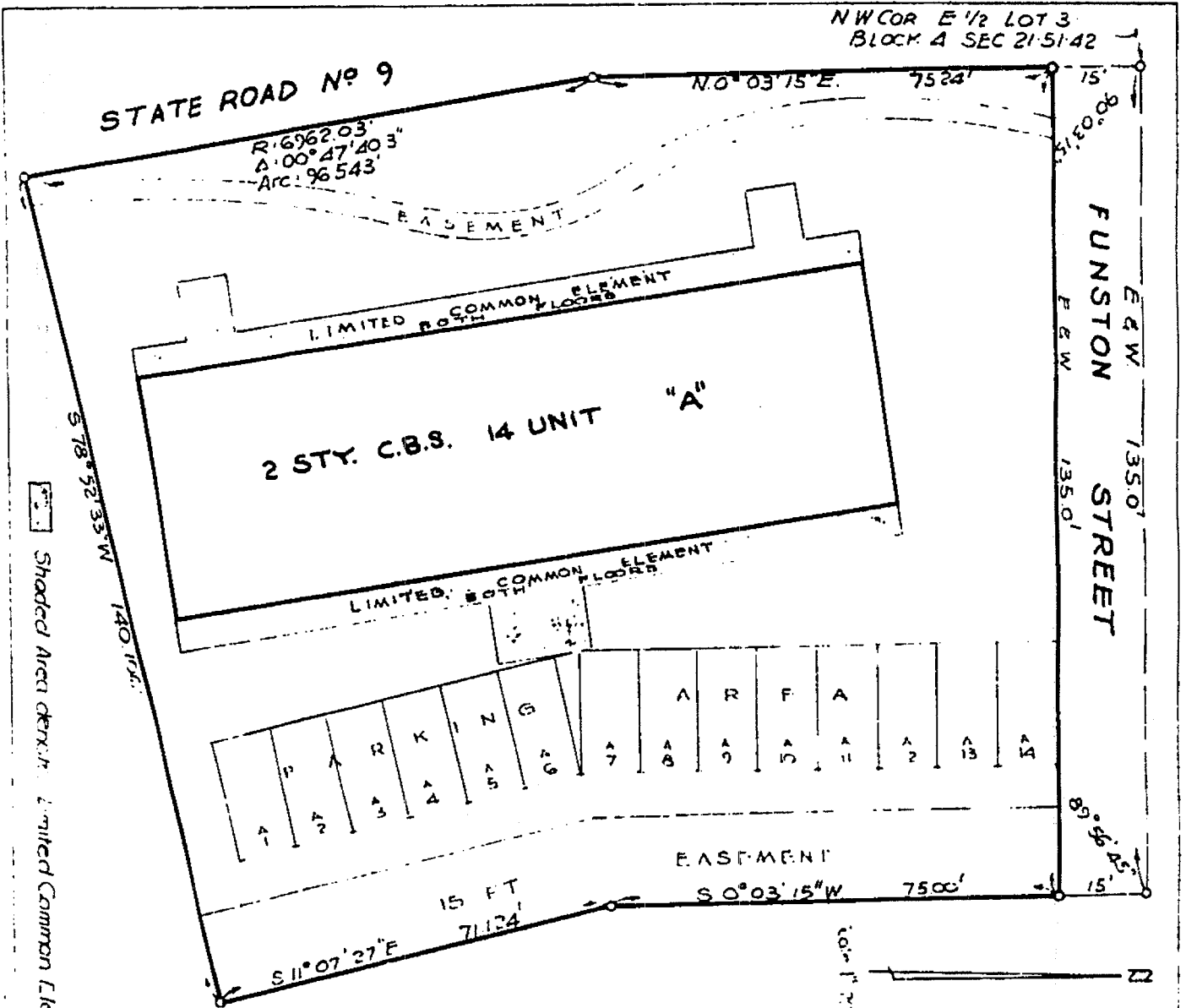
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OF

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.



Shaded Area denotes Limited Common Element

Exhibit

M. B. CAMPBELL
OCTOBER 10, 1963

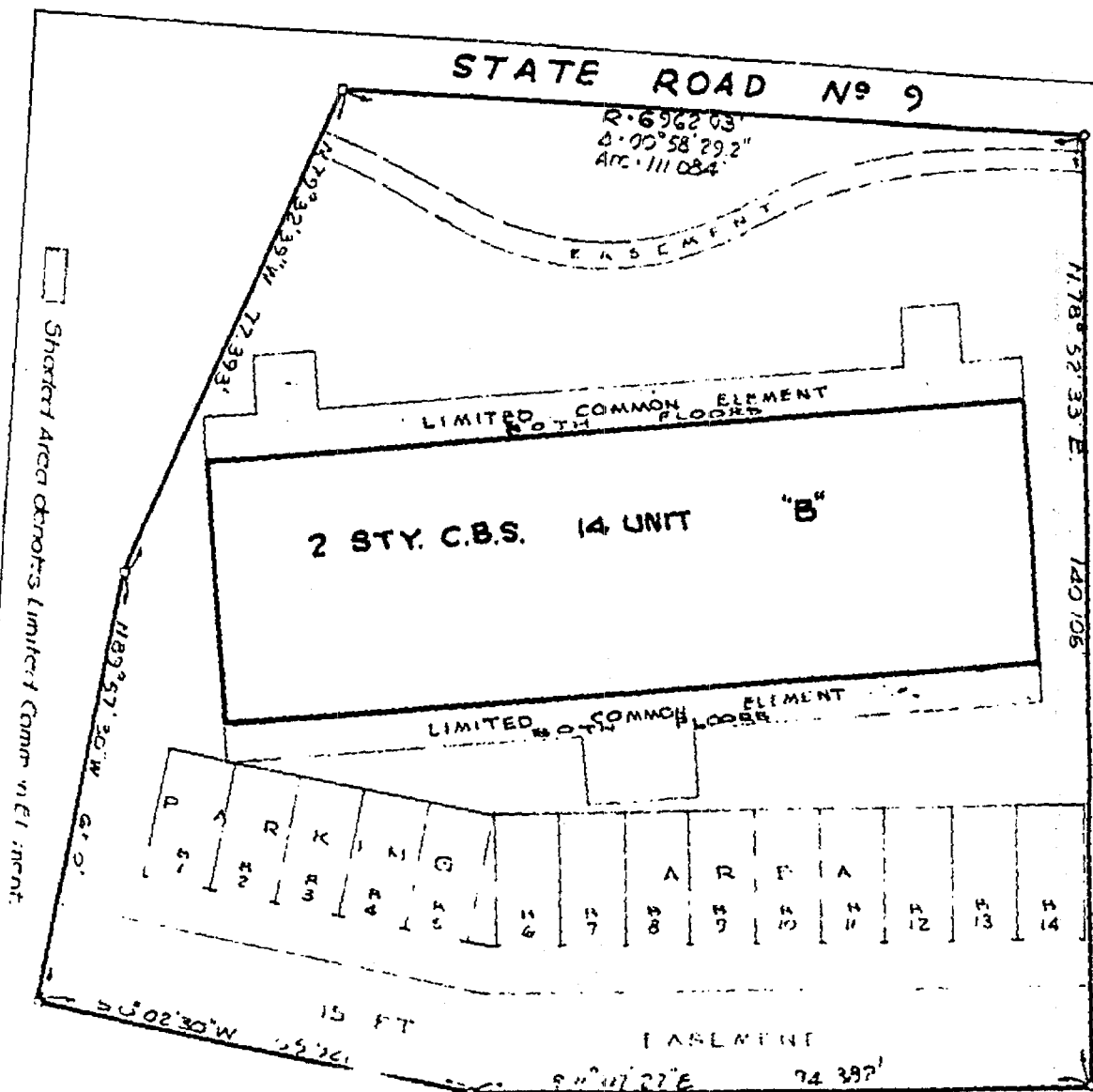
LEGAL DESCRIPTION

PARCEL "A"

NOTE:

1. Numbered parking spaces have unit numbers.
2. Limited common element includes S of Parcel "A" outside of building easements.
3. All easements are general common

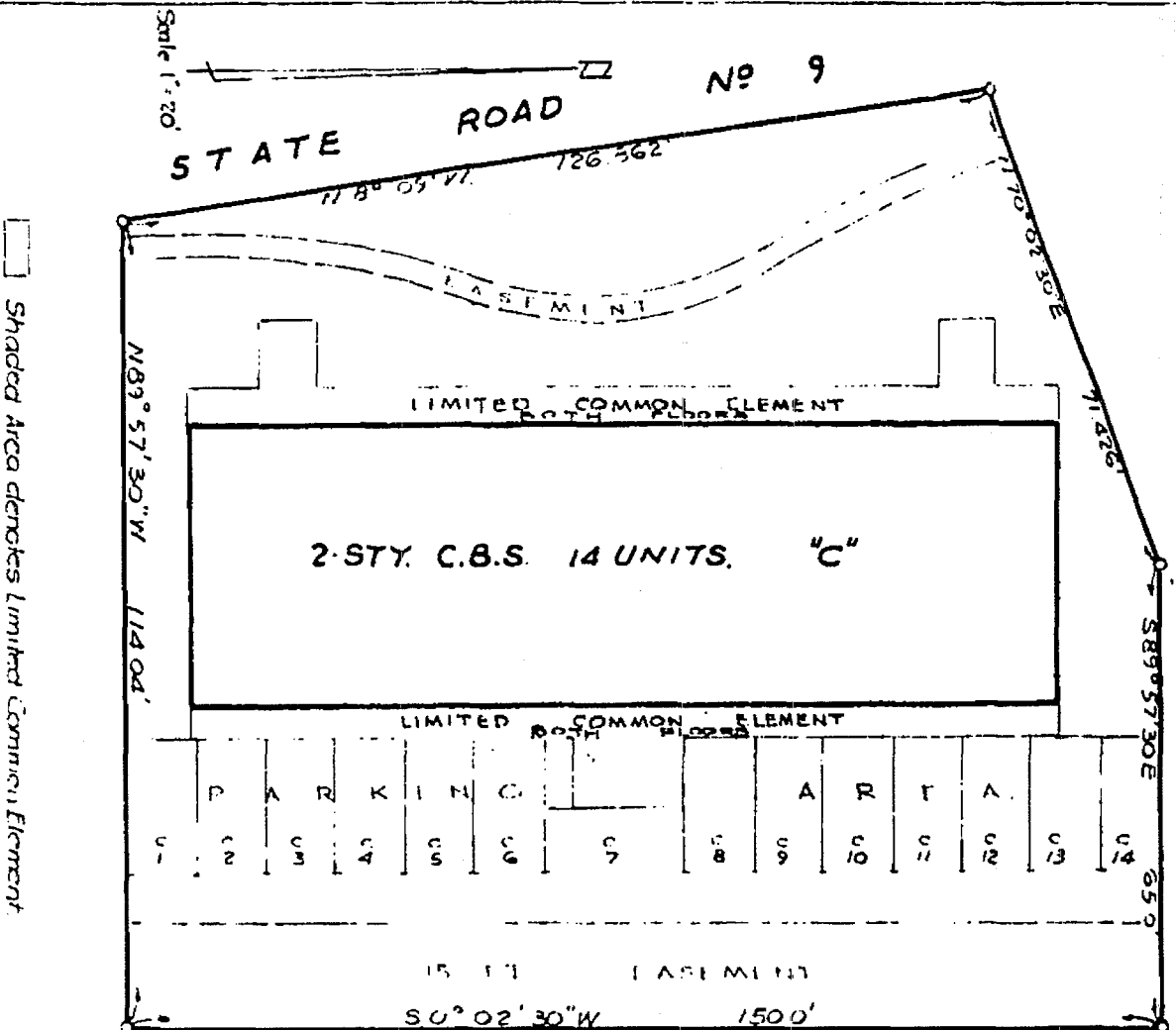
Begin at the NW corner of the East 1/2 of Lot 3, Range 42 East according to recorded in plat book "8" at page 13 of 11 Florida; Thence due East along the North 1/2 for a distance of 135 feet; Thence South 11 degrees 11 minutes 15 seconds East, parallel to the West line of the East 1/2, for a distance of 140.11 feet to a point on State Road No. 9 and a point on a circular arc of 6,962.03 feet through a center of 40.3 seconds for an arc distance of 96.54 feet with the West line of the East 1/2 of the North 1/2, for a distance of 90.24 feet to the North 15 feet of the above described parcel.



- NOTE:
1. Numbered parking spaces have numbered apartments.
 2. Limited common element incl of Parcel "B" outside of bu easements.
 3. All easements are general

Commence at the NE corner of the Township 51 South, Range 42 East Florida; thence due East along the line of the said Township 51 South for a distance of 135 feet; thence of 90 feet; thence South 11 degrees of 71.12 feet to the point described; thence continue South a distance of 94.39 feet to a point on the North line of the said lot 3; thence South 00 degrees 00 minutes 57 seconds 30 seconds to the East line of the said lot 3; thence South 00 degrees 00 minutes 57 seconds 30 seconds to a point on the Easterly right-of-way East from said point; thence North 00 degrees 00 minutes 57 seconds 30 seconds through a central angle of 00 degrees 00 minutes 57 seconds 30 seconds for a distance of 111.08 feet; thence North 00 degrees 00 minutes 57 seconds 30 seconds for a distance of 140.11 feet to the

Exh



M. B. GARRIS
OCTOBER 10, 1963

LEGAL DESCRIPTION

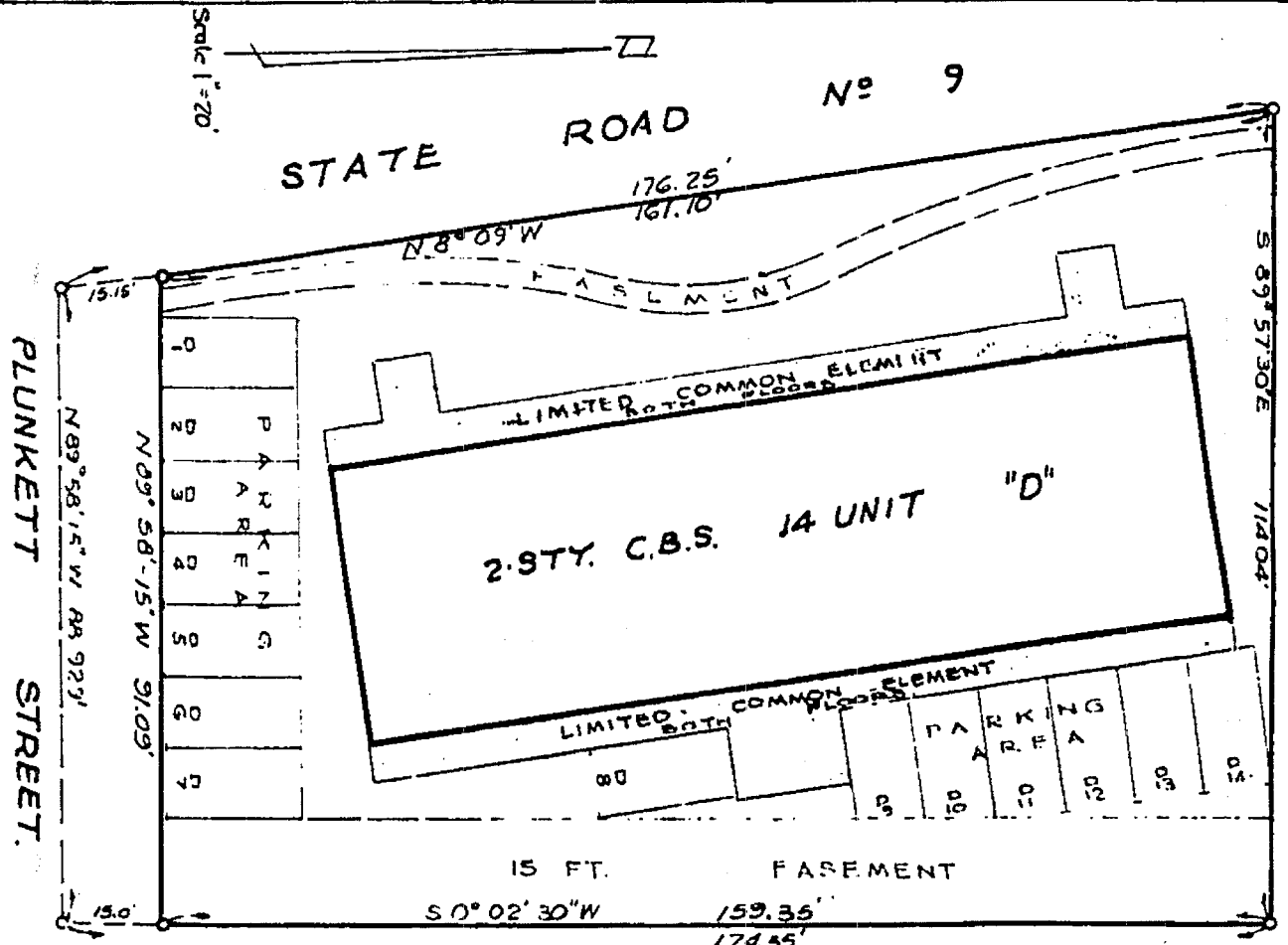
PARCEL "C"

Commence at the NW corner of the East 1/2 Township 51 South, Range 42 East according to "HALLANDALE" as recorded in plat book "B" of Dade County, Florida; Thence due East 1/2 of the said lot 3 for a distance of 13 minutes 15 seconds West parallel to the said lot 3 for a distance of 90 feet; Thence 27 seconds East for a distance of 165.51 251.84 feet South of the North line of the East line of the said lot 3; Thence 90.92 feet to the point of beginning created; Thence continue South 00 degrees distance of 150 feet; Thence North 89 degrees for a distance of 114.04 feet to a point State Road No. 9; Thence North 89 degrees Easterly right-of-way of State Road No. 9 Thence North 70 degrees 02 minutes 30 seconds Thence South 89 degrees 57 minutes 65 feet to the point of beginning.

NOTE:

1. Numbered parking spaces have unity 0 apartments.
2. Limited common element includes shaded Parcel "C" outside of building except
3. All easements are general common element

EX



15.16' 15.0' 88.92' 91.09' 114.04' 159.35' 174.55' 176.25' 161.10'

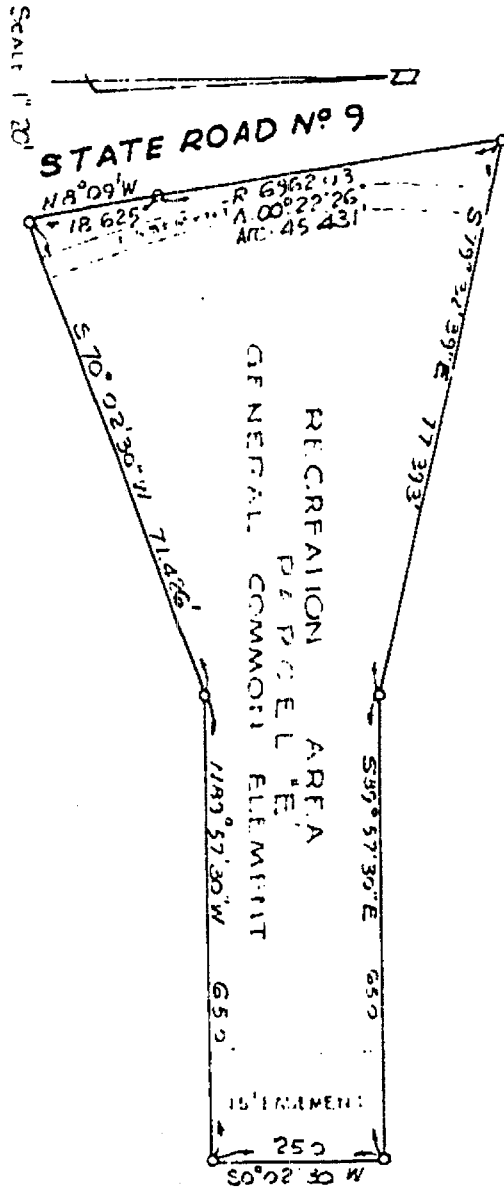
NOTE:

1. Numbered parking spaces have unit apartments.
2. Limited common element includes shared parking areas.
3. All easements are general common element.

Commence at the NW corner of the East 1/4 Township 51 South, Range 42 East according to BALDWIN as recorded in plat book "B" of Dade County, Florida; Thence due East 1/2 of the said lot 3 for a distance of 110.03 minutes 15 seconds West, parallel to the said lot 3 for a distance of 90 feet minutes 27 seconds East for a distance of 251.84 feet South of the North line of the East line of the said lot 3 a distance of 174.35 feet to a point 30 seconds West parallel to the a distance of 240.92 feet to the point herein described; Thence continue South West for a distance of 174.35 feet to a said lot 3; Thence South 89 degrees 58' 15" South line of the said lot 3 for a distance of 91.09 feet of State Road No. 9; Thence 90 seconds West along the Easterly right-of-way of 176.25 feet; Thence South 89 degrees 58' 15" West for a distance of 114.04 feet to the South 15 feet of the above described parcel.

M. B. GARRIS
OCTOBER 10, 1963

LEGAL DESCRIPTION
PARCEL "D"



11. 11. 1963
OCTOBER 10, 1963

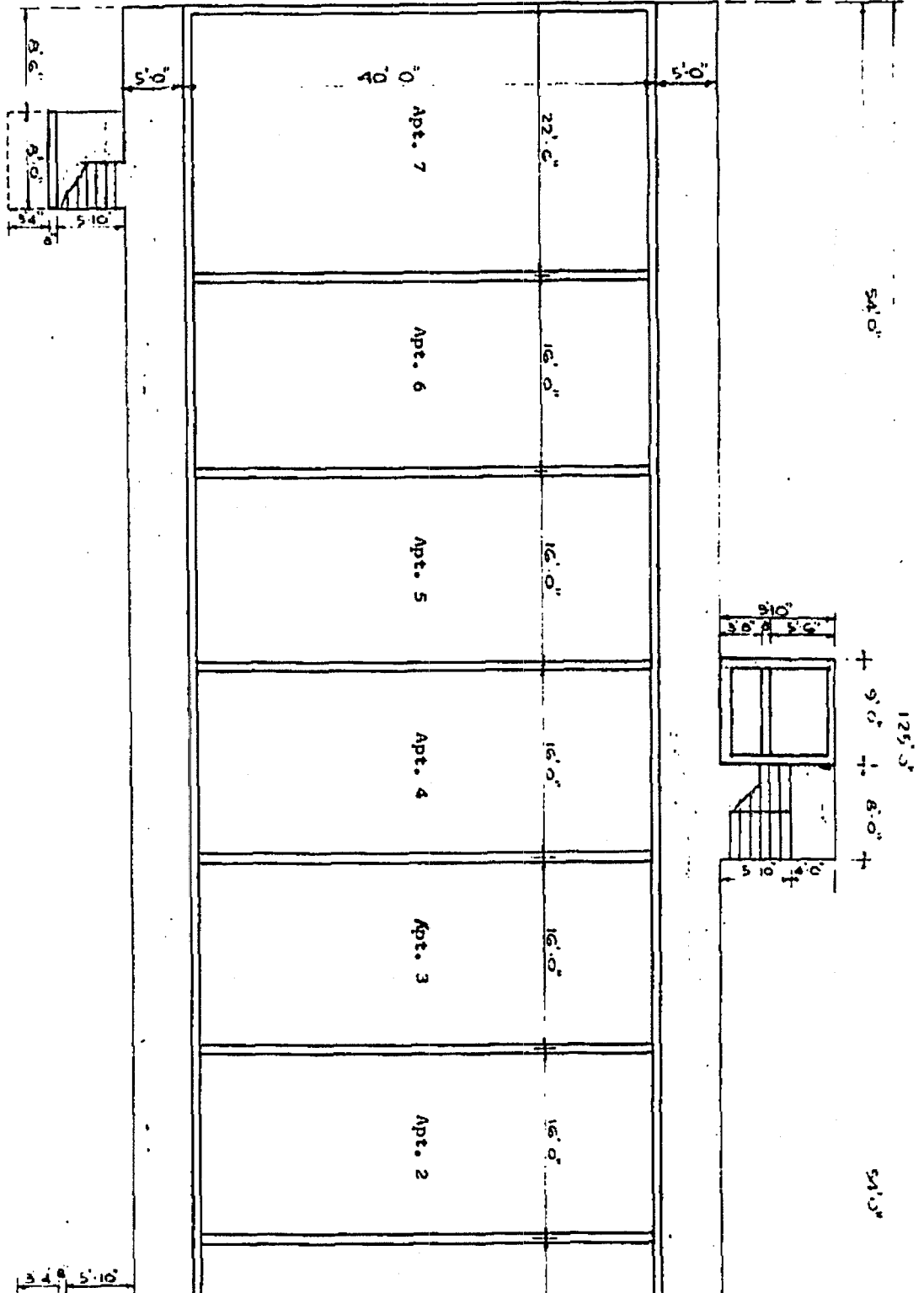
LOCAL DESCRIPTOR
PARTIAL "E"
SPECIFICATION: AVAL

Commence at the NW corner of the E^c.
21, Township 51 South, Range 42 East
OF HILLDALE" as recorded in plat
records of Dade County, Florida; Th
of the East $\frac{1}{2}$ of the said lot 3, th
South 00 degrees 03 minutes 15 sec
line of the East $\frac{1}{2}$ of the said lot
Thence South 11 degrees 07 minutes
165.51 feet to a point which is loc
line of the said lot 3 and 167.42 f
said lot 3; Thence South 00 degree
parallel to the East line of the sa
feet to the point of beginning of
Thence continue South 00 degrees 0
distance of 25 feet; Thence North
West for a distance of 65.0 feet;
30 seconds West for a distance of
Lasterly right-of-way of State Road
minutes 00 seconds West along the l
No.9 for a distance of 18.63 feet t
circular curve; Thence Northerly al
State Road No.9 and along the said
a radius of 6,962.03 feet through
minutes 26 seconds for an arc disti
degrees 32 minutes 39 seconds West
thence South 89 degrees 57 minutes
05.00 feet to the point of beginnin

NOTE:

assessments are general com

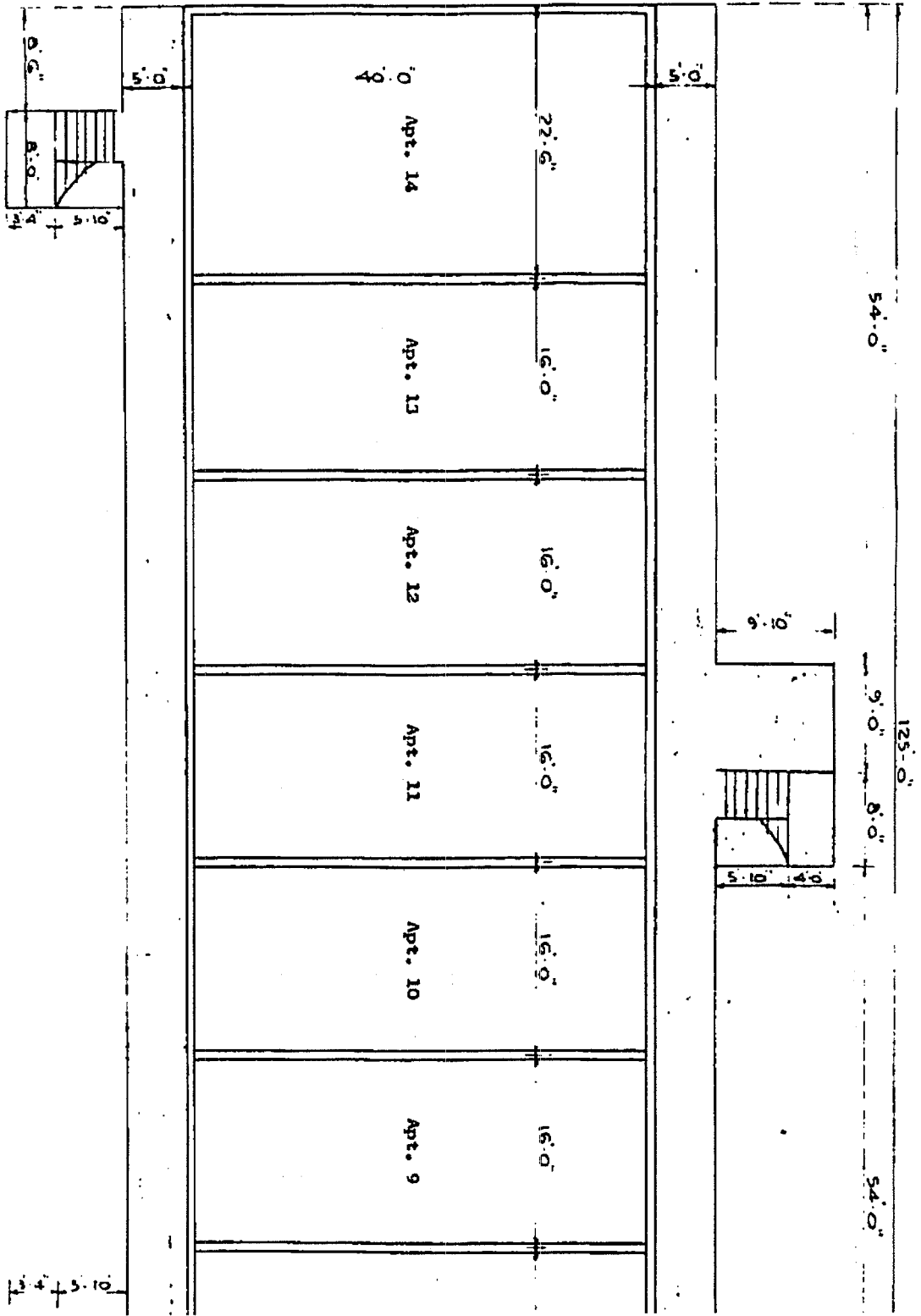
FILE



TYPICAL FIRST FLOOR PLAN

Shaded Area denotes Limited Common Element

Exhibit B



TYPICAL SECOND FLOOR PLAN



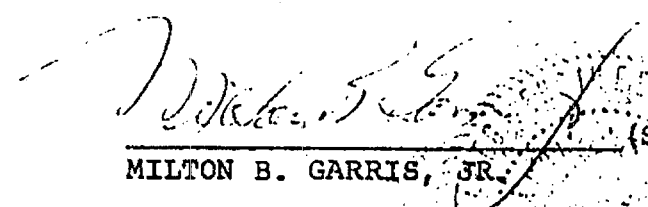
Shaded Area denotes Limited Common Element.

Exhibit

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.


 (SEAL)
 MILTON B. GARRIS, JR.

STATE OF FLORIDA

COUNTY OF Broward

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
ApartmentsPercentage 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%

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 OF 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.

83 DEC 12 PM 3:44

OFF 11330 PAGE 1

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

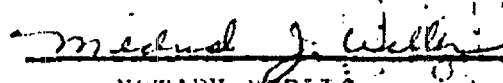
10 DEC. 1983

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 THERE TO 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


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

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 CONSTITUING 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 SEALS.



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

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

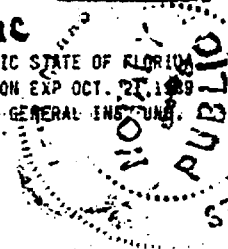
COUNTY OF BROWARD

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 11th DAY OF FEBRUARY 1987

Geni Hana
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 21, 1989
BONDED THRU GENERAL INSURANCE



H. B. GARRIS
OCTOBER 10, 1963

CIVIL & CONSULTING ENGINEERS
MIAMI, FLORIDA

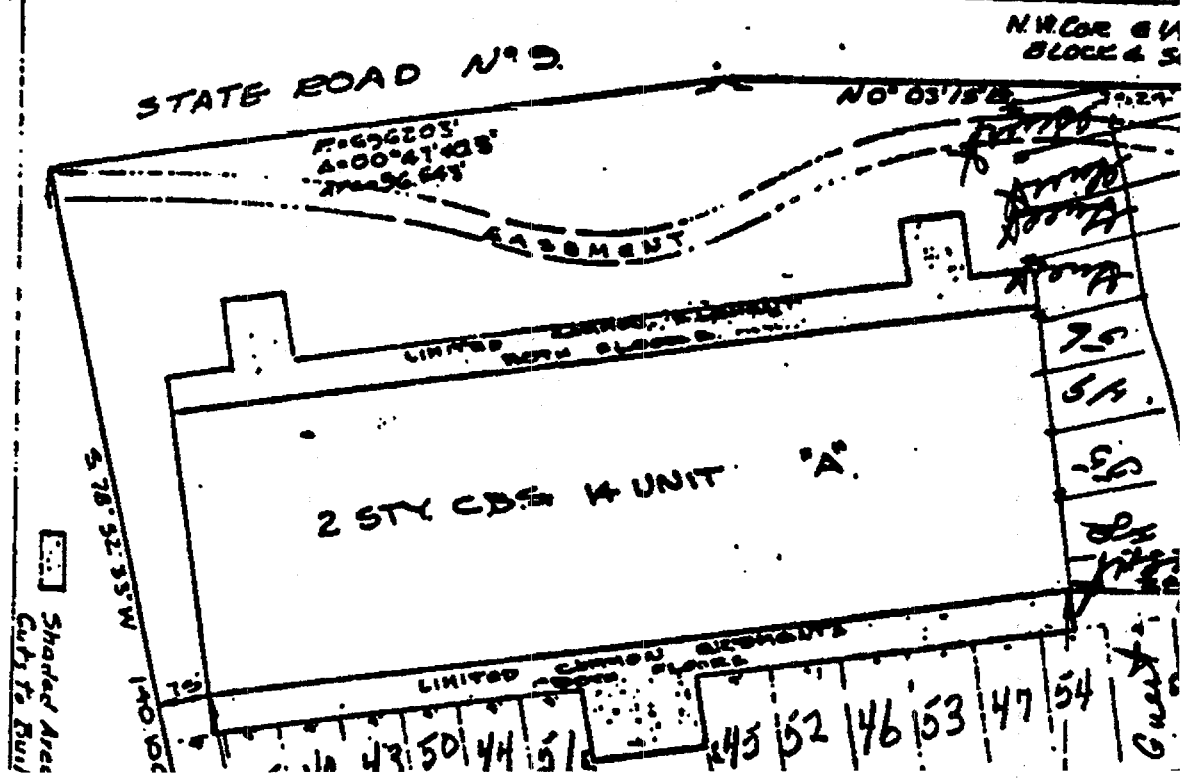
LEGAL DESCRIPTION

PARCEL "A"

Begin at the NW corner of the East $\frac{1}{2}$ of Lot 3, Block 4, of Section 51 South, Range 42 East according to the map of "TOWN OF MIAMI" recorded in plat book "3" 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 East 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 11 degrees 11 minutes 55.2 seconds East from said point; Thence North along the right-of-way of State Road No. 9 and along the said circular curve 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 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 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.



M. B. GATT'S
OCTOBER 10, 1963

CIVIL AND CONSULTING ENGINEER
MIAMI, FLORIDA

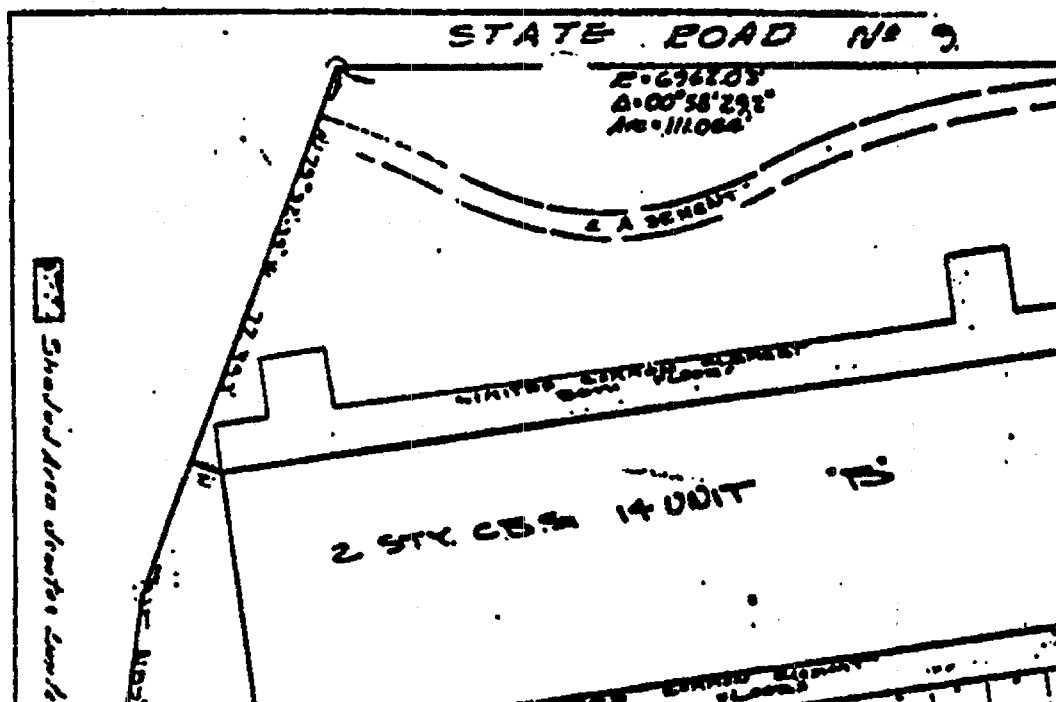
LEGAL DESCRIPTION

PARCEL "B"

Commence at the NW corner of the East $\frac{1}{2}$ of Lot 3, Block 4, of Section Township 51 South, Range 42 East according to the map of "TOWN OF MIAMI" 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 hereinafter 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 South 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 a distance of 111.09 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.



M. B. Garria
OCTOBER 10, 1963

CIVIL & CONSULTING ENGINEER
MIAMI, FLORIDA

87191 pg 3

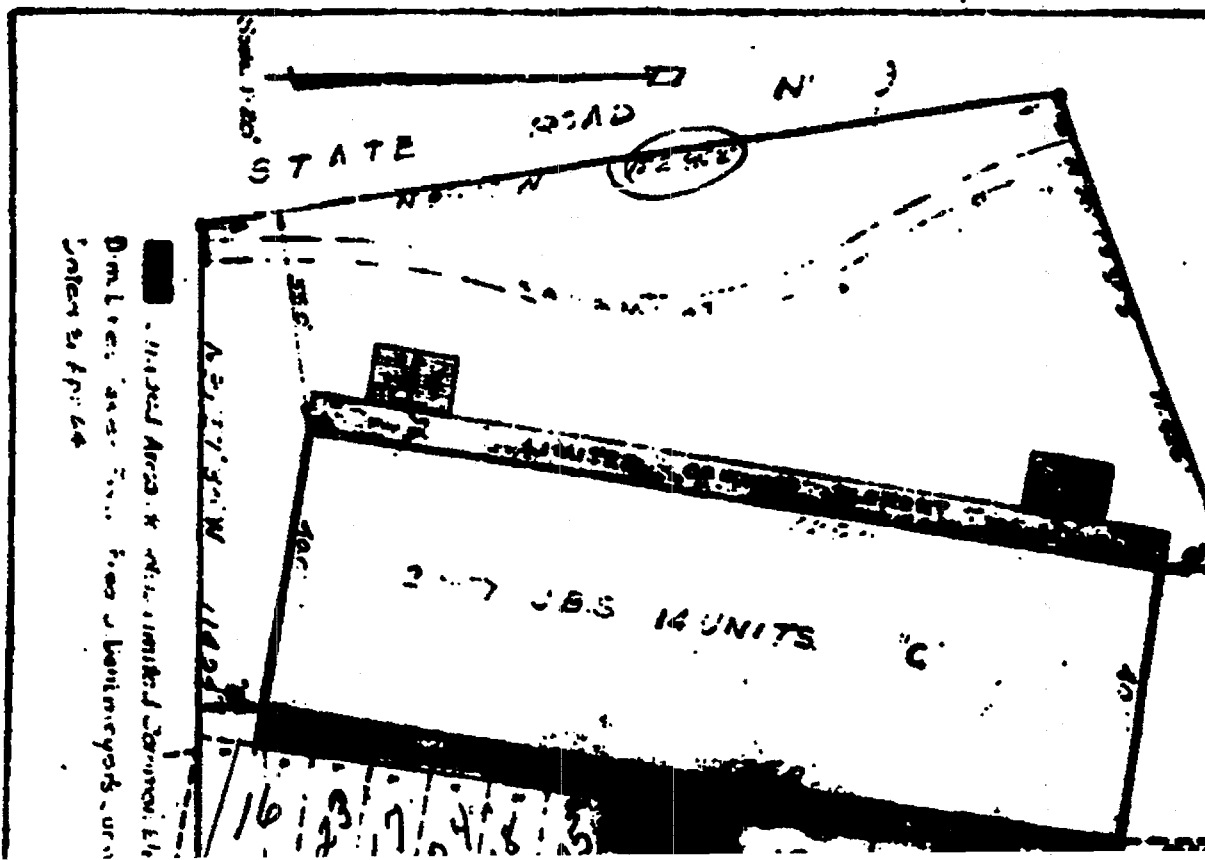
LEGAL DESCRIPTION

PARCEL "C"

Commence at the NW corner of the East 1/2 of Lot 3, Block 4, Section 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 1/2 of the said Lot 3 for a distance of 135 feet; Thence South 00 degrees 15 seconds West parallel to the West line of the East 1/2 of 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 1261.84 feet South of the North line of the said Lot 3 and 137.42 feet of the East line of the said Lot 3; Thence South 00 degrees 02 minutes 27 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 East 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 100 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 parcel "C" out side of building except parking area and easement.
3. All easements are general common elements.

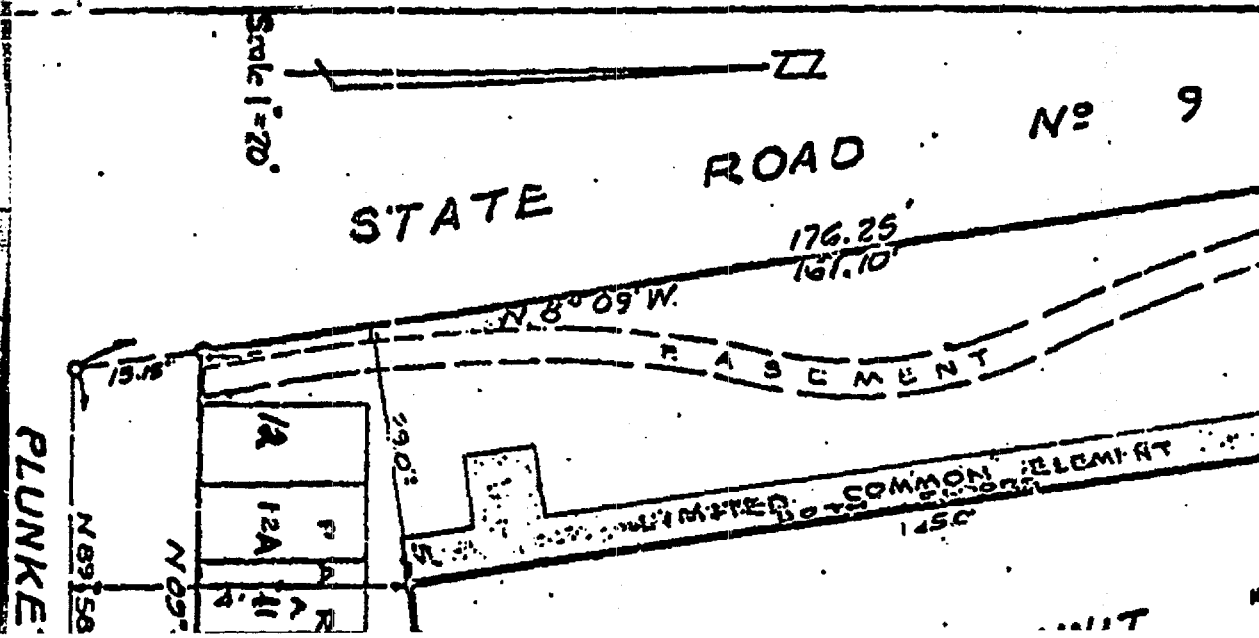


**CIVIL AND CONSULTING
MIAMI, FLA**

PARCEL "D"

135B:

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



M. B. GARRIS
OCTOBER 10, 1933

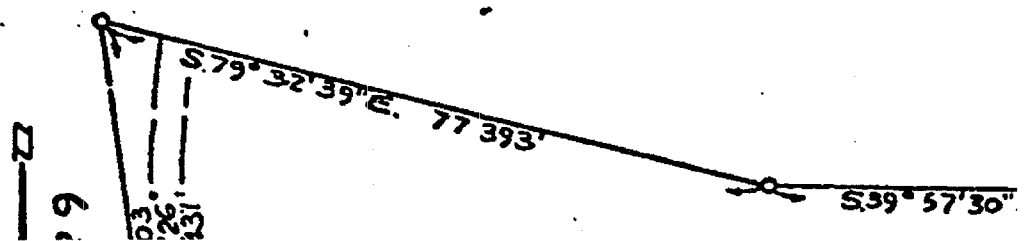
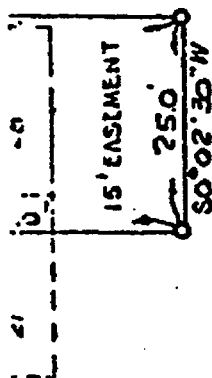
CIVIL AND CONSULTING ENGINEER
MIAMI, FLORIDA

LEGAL DESCRIPTION
PARCEL "E"
RECREATION AREA

Commencing at the NW corner of the East $\frac{1}{4}$ of Lot 3 Block 4 of Section 21, Township 51 South, Range 42 East according to the map of "TOWN OF PALM BEACH" 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 $\frac{1}{4}$ of the said Lot 3, for a distance of 135 feet; Thence South 03 degrees 03 minutes 15 seconds West, parallel to the West line of the East $\frac{1}{4}$ 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 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 6 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 00 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 with a radius of 6,532.03 feet through a central angle of 00 degrees 00 minutes 26 seconds for an arc distance of 45.43 feet; Thence North 00 degrees 32 minutes 39 seconds West for a distance of 77.33 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.



88376402

MODIFICATION OF MAINTENANCE, MANAGEMENT AND SECURITY AGREEMENT

THE UNDERSIGNED partners, being the successors to TOWN COLONY, INC., hereby acknowledge receipt of \$2,040.00 Dollars from CLARK C. PRICE AND GENEVIEVE E. PRICE, the owners of the following described property, to wit:

Apartment D 11 of THE TOWN COLONY, a Condominium according to the Declaration thereof, recorded in O.R. Book 2861, Pages 204 through 233 and as amended by amendments thereto recorded in O.R. Book 2882, Page 560 and O.R. Book 2894, Page 484, of the Public Records of Broward County, Florida.

THE UNDERSIGNED acknowledges that the above mentioned owner has exercised his option under Paragraph 7 entitled "ELECTION of OWNER" under that certain Maintenance, Management and Security Agreement pertaining to the above described property and hereby acknowledges that the monthly payment due under Paragraph 3 of said agreement is hereby reduced by Seventeen Dollars per month, subject to all other terms and conditions as set forth in said agreement which are hereby confirmed and ratified.

It is hereby acknowledged that payments under said Maintenance, Management and Security Agreement are in current good standing.

WITNESSES:

Reed L. L...

Janet P. L...

ESTATE OF EDWARD P. CORWIN

By *Natalie Corwin*
NATALIE CORWIN, Personal
Representative

Simon Lipsitz
SIMON LIPSITZ, Individually
and as Trustee