

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO.: \_\_\_\_\_

DANIEL J. STERMER AS RECEIVER OF THE  
HERON POND CONDOMINIUM ASSOCIATION,  
INC.,

Plaintiff,

v.

HERON POND CONDOMINIUM ASSOCIATION,  
INC., AND ALL UNIT OWNERS LISTED ON EXHIBIT  
“D” AND OTHER INTERESTED PARTIES LISTED  
ON EXHIBIT “E” TO THE COMPLAINT,

Defendants.

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**COMPLAINT FOR JUDICIAL TERMINATION OF CONDOMINIUM<sup>1</sup>**

Plaintiff, Daniel J. Stermer, not individually, but solely as Receiver of the Heron Pond Condominium Association, Inc. (the “Association”), pursuant to Section 718.118, Florida Statutes, bring this action to terminate the Heron Pond Condominium (“Heron Pond” or the “Condominium”) located in Pembroke Pines, Broward County, Florida, and alleges:

**INTRODUCTION**

1. Plaintiff seeks equitable relief to terminate the Condominium that has been vacant, closed, and deteriorating since August 29, 2024

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<sup>1</sup> Pursuant to the *Order Granting Verified Petition for Appointment of A Receiver* (the “Receivership Order”), entered by The Honorable Jack Tuter in Case No. 24-005243, and pending in the Seventeenth Judicial Circuit in and for Broward County, Florida (the “Receivership Case”), this Complaint is to be filed and heard before Judge Tuter and will be subject to assignment by the Clerk of Courts to Judge Tuter in the Complex Business Division.

2. The Association, a condominium association defined in Chapter 718, Florida Statutes, is located in Broward County and governed by the Declaration of Condominium Establishing Heron Pond Condominium (the “Declaration”), recorded on June 14, 2006, in Official Records Book 42216, Page 910, in the Public Records of Broward County, Florida. True and correct copies of the Declaration and all amendments thereto are attached as **Composite Exhibit “A.”** The Declaration is incorporated herein in its entirety.

3. Heron Pond is comprised of 304 individual units (“Units”) in 19 residential buildings (the “Residential Buildings”) over 25 acres owned by individuals and entities (the “Unit Owners”) and the common elements appurtenant thereto, as more fully described in the Declaration and referred to as the “Condo Property.”

4. Beginning in or about August of 2023, the City of Pembroke Pines (the “City”) identified certain Residential Buildings and Units as unsafe and issued Unsafe Structure Notices requiring the respective residents to vacate the Units. As of August 29, 2024, the City issued Unsafe Structure Notices on all 304 Units requiring all residents to vacate Heron Pond. As of August 29, 2024, the Condo Property has been shuttered and the City has disconnected power and utilities to all Residential Buildings.<sup>2</sup>

5. Operation and performance of the Condo Property, as intended under the Declaration is an impossibility, a fiction. In its current state, Heron Pond creates vast economic waste.

6. To help mitigate the losses to the Unit Owners of the Condo Property, which losses continue to accrue as litigation and carrying expenses on their defunct and uninhabitable Units, and to unencumber the desirable Condo Property so it can be redeveloped and returned to viability

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<sup>2</sup> The Heron Pond Clubhouse has not been deemed unsafe and still remains operational, albeit it is closed to the public.

to benefit future residents, guests, and the City of Pembroke Pines, the Receiver, and the Joining Unit Owners, invoke the equitable powers of this Court to effect a termination of the Condominium, as authorized under Section 718.118, Florida Statutes.

### **THE PARTIES AND JOINING OWNERS**

#### **PLAINTIFF**

7. Plaintiff, Heron Pond Condominium Association, Inc. (the “Association”), is a party through Daniel J. Stermer (“Receiver”), who was appointed as Receiver for the Association on April 26, 2024 pursuant to that certain *Order Granting Verified Petition for Appointment of A Receiver* (the “Receivership Order”), signed by The Honorable Jack Tuter, Chief Judge, in Case No. 24-005243, which is pending in the Seventeenth Judicial Circuit in and for Broward County, Florida (the “Receivership Case”). A true and correct copy of the Receivership Order is attached hereto as **Exhibit “B.”**

8. The Receivership Order specifically provides:

This Order shall confer sufficient standing under Section 718.118, Florida Statutes, acting solus or in conjunction with other unit owners, to permit the Receiver to petition the Court for the termination of the Association and pursue such other related equitable relief to administer the affairs of the Association following such termination in the interests of the Receivership Estate. ¶33 Receivership Order.

#### **JOINING OWNERS**

9. Joining Owner, LMRR Investments, LLC, is the owner of Unit 108, Building 3; Unit 204, Building 9; and Unit 202, Building 15 in Heron Pond, which is part of the Condo Property, and desires to terminate the Condominium.

10. Joining Owner, Tamarix Sur Corp., is the owner of Unit 101, Building 11; Unit 206, Building 17; and Unit 208, Building 9 in Heron Pond, which is part of the Condo Property, and desires to terminate the Condominium.

11. Joining Owner, ENGJean LLC, is the owner of Unit 107, Building 16 in Heron Pond, which is part of the Condo Property, and desires to terminate the Condominium.

12. Joining Owner, Lilian Nesper, is the owner of Unit 205, Building 6 in Heron Pond, which is part of the Condo Property, and desires to terminate the Condominium.

13. Joining Owner, Tenim Realty Management LLC, is the owner of Unit 102, Building 1 in Heron Pond, which is part of the Condo Property, and desires to terminate the Condominium.

14. Joining Owners and/or their representatives have each signed a written consent and joinder and do not oppose the termination of the condominium as requested herein (the "Joining Owners"). A copy of each Joining Owners joinder is attached hereto as **Composite Exhibit "C."**

#### DEFENDANTS

15. All Heron Pond Unit Owners of record are listed in the attached **Exhibit "D."**

16. All Unit Owners are necessary parties to this action because of their respective ownership interests in the Condo Property.

17. The Association is a necessary party to this action due to its interest as the condominium association entity that governs the Condo Property, pursuant to the Declaration.

18. The Association, through the Receiver, brings this action to terminate the Condominium.

19. The Other Interested Parties in **Exhibit "E"** (the "Other Interested Parties") may claim some interest in the Condo Property because of their respective interests described in Exhibit "E."

20. The Joining Owners are included as nominal defendants in an abundance of caution for notice purposes. Each of the Joining Owners and the Instrument Number identifying their respective interests in the Condo Property are described in the attached Exhibit "C."

21. The Non-Joining Owners are named as Defendants in this action for all purposes. Each of the Non-Joining Owners and the Instrument Number identifying their respective interests in the Condo Property are described in the attached Exhibit "C." The Non-Joining Owners do not explicitly oppose the requested termination of the Condominium, and the Plaintiff will continue efforts to obtain additional joinders from them throughout the duration of this case.

### **JURISDICTION AND VENUE**

22. This Court has jurisdiction over the subject matter of this action pursuant to Section 718.118, Florida Statutes, which codified a court's authority to equitably terminate a Florida condominium.

23. Venue is proper in Broward County, Florida, pursuant to Section 47.011, Florida Statutes, because the property at issue herein is located in Broward County, Florida, and the cause of action accrued in Broward County, Florida.

24. All conditions precedent to the filing of the action have been satisfied, waived, or excused.

25. The Association has retained the undersigned law firm and counsel to represent them in this action and is obligated to pay counsel legal fees and costs.

26. Upon adjudication of termination of the Condominium, Plaintiff will submit a Termination Plan to be ratified and implemented by the Court.

### **TERMINATION**

27. This is an action for equitable relief in the form of termination of a Florida condominium pursuant to Section 718.118, Florida Statutes.

28. Section XI of the Declaration expressly provides:

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the property is not repaired, reconstructed, or rebuilt

within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition.

29. Therefore, Section 718.118, Florida Statutes, which is part of the Condominium Act, may be applied to terminate the Condominium and provides:

**Equitable Relief.** — In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner may petition a court for equitable relief, which may include a termination of the condominium and a partition.

30. Termination of the Condominium under Section 718.118 is appropriate and necessary.

31. As of September 12, 2023, six (6) out of the nineteen (19) Residential Buildings located within the Condo Property were declared unsafe structures by the City and rendered uninhabitable. Shortly thereafter, an additional 26 units in the remaining Residential Buildings were also rendered uninhabitable as determined by the City. The issues which resulted in this determination by the City included significant structural issues plaguing the Residential Buildings which appear to have resulted from longstanding neglect and failure to repair the Residential Buildings and Units.

32. On April 16, 2024, the Association’s Board of Directors filed an *Ex Parte Verified Emergency Motion for Appointment of a Receiver* (the “Receiver Motion”) commencing the Receivership Case, recognizing “the monumental task ahead and realizing that they are incapable of addressing the myriad of issues plaguing the Association caused by the conduct of the prior Board of Directors that permitted the Association Property to fall into a state of substantial disrepair.” *See* Receiver Motion ¶1. The Receiver Motion asserted that the Association and its Members’ properties are being wasted, lost, deteriorated, destroyed and deprived because of the

prior deplorable conduct . . . and that the appointment of a receiver is necessary and proper to preserve the Association's and its Members' properties. See Motion ¶3.

33. On April 26, 2024, the Court entered the Receivership Order appointing Daniel J. Stermer, as Receiver for the Association. The Receiver has and continues to act as Receiver for the Association since the entry of the Receivership Order.

34. In compliance with the *Order Appointing Receiver*, the Receiver filed reports with the Receivership Court. Specifically, on May 24, 2024, the Receiver filed Receiver's Inventory Report, reflecting the property coming into the Receiver's control and possession. On May 24, 2024, the Receiver Filed his First Monthly Report. On June 25, 2024, the Receiver filed his Second Monthly Report, on July 25, 2024, the Receiver filed his Third Monthly Report, and on August 23, 2024, the Receiver filed his Fourth Monthly Report, and on September 24, 2025, the Receiver filed his Fifth Monthly Report (the "Reports"). The Reports have been transmitted via email to all Unit Owners and renters and posted on the Receiver's website ([www.heronpondreceiver.com](http://www.heronpondreceiver.com)).

35. Since his appointment, the Receiver has been focused on, *inter alia*, assessing the condition of the Residential Buildings (assisted by licensed and professional engineers and construction experts, which retention has been approved by the Court) to determine if the Residential Buildings and individual Units are safe, habitable, and whether the repair and rehabilitation is possible and/or economically feasible. At the forefront of this assessment has been the concern for the life and safety of the Unit Owners and residents.

36. On July 3, 2024, the City declared Building 9 as an unsafe structure and required all residents to vacate the Building by July 15, 2024. Thus, as of July 3, 2024, 134 Units had been considered unsafe by the City (16 Units in each of Buildings 2, 3, 5, 9, 10, 14, and 16) plus: (i) Building 4 (Units # 104, 105, 108, 204, 205, and 208); (ii) Building 11 (Units # 102, 104, 107,

202, 204, and 207); (iii) Building 12 (Units # 101 & 201); (iv) Building 13 (Units # 107, and 207); (v) Building 17 (Units # 101, 108, 201, and 208); and (vi) Building 18 (Units # 102 & 202) resulting in the displacement of many residents forced to leave their homes and find alternative living arrangements. Attached as **Composite Exhibit “F”** are copies of the notices issued by the City.

37. On July 22, 2024, the Receiver and the City received an updated Engineering Report from ACG Engineering Services, Inc. (the “ACG Engineering Report”), Heron Pond’s structural engineer, which is attached as **Exhibit “G”** and posted on the Receiver’s Website via the Receiver’s July 24, 2024 Notice of Filing.

38. The ACG Engineering Report provides ACG’s prior history with the Buildings and the Condo Property and the Association, along with their past recommendations and status of repairs. ACG advises that in addition to the structural damages that were discovered and disclosed in prior engineering reports, they have since discovered, with the assistance and consultation with SPEC (Specialty Engineering Consultants, Inc. – the court approved engineer engaged by the Receiver in the Receivership Action), existing conditions, separate from the repair process, that speak to the concern regarding the lateral load resistance of the Residential Buildings in the case of a storm event. These lateral load deficiencies were “hidden in the structures, the ‘bones’ of the buildings, and are not detectable by visual examination of the buildings interiors and exteriors.”

39. ACG’s Engineering Report recommends that all 19 Residential Buildings should be vacated, at least until the end of “hurricane season,” **or** “until the required repairs have been completed and the buildings are once again deemed to be habitable.” (emphasis added).<sup>3</sup> The

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<sup>3</sup> On August 1, 2024, the Receiver filed his Notice of Filing Specialty Engineering Consultants, Inc. Engineering Report Dated July 23, 2024, wherein Specialty Engineering Consultants, Inc. stated: “Much of the damage was non-location specific. Typical location specific damage would include design defects, or isolated member failures and can



Receiver participated in a meeting with certain City representatives and officials the morning of July 23, 2024.

40. On July 24, 2024, the City independently issued Unsafe Structure Notices to all of the remaining 12 Residential Buildings in Heron Pond, giving residents until August 29, 2024 to vacate their Units.

41. As of August 29, 2024, Heron Pond has been completely shuttered and the City terminated all utility services to the Residential Buildings on the Condo Property, including power, water, and sewer.

42. Assisted by Specialty Engineering and BBS Contracting, Inc. (“BBS”), the Receiver worked to obtain a reasonable and current cost estimate for rehabilitating the Residential Buildings under the City’s guidance, City Code and other requirements. On or about March 8, 2024, ACG gave Heron Pond a scope of work incorporating only the repairs required to be performed to bring the Residential Buildings up to certain safety standards required by the City, which included repairing and/or replacing balconies, bay windows, stairs, and removal, repair, and replacement of the exterior walls (the “Limited Rehabilitation Project”). The Limited Rehabilitation Project only included the work necessary to rectify the issues pertaining to the Unsafe Structure Notices issued by the City.

43. BBS provided the Receiver with its cost estimate, which exceeds \$585,000 per Residential Building and would equate to \$11,115,000,00 for all 19 buildings.<sup>4</sup> To proceed with

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usually be contributed to a single isolated or individual source. The damage to Building 9 is universally bad. Consequently, it is reasonable to assume that similar mistakes were made throughout the community and that a lack of maintenance was similar throughout the community, and that the environmental effects would be similar throughout the community.” See **Exhibit “H.”**

<sup>4</sup> The Receiver and other Unit Owners have obtained other bids to perform the Limited Rehabilitation Project. The BBS bid appears to be the most reliable based upon the scope of work to be performed; however, the other bids received do not significantly deviate in price or time to complete for certain aspects of the potential rehabilitation.

the Limited Rehabilitation Project, the Association would be required to levy a special assessment against all Unit Owners in the amount of at least \$36,500 for each of their Units (the “Potential Special Assessment”).

44. BBS has advised it will take a year per building as a construction timeline for completing the building repairs. If the Receiver can hire more crews to work on multiple buildings at a time, the resulting timeline would still take several years to complete all of the Residential Buildings, the Heron Pond Clubhouse, and the surrounding Condo Property.

45. Notwithstanding the Limited Rehabilitation Project, the work required to permit all Unit Owners and residents to move back into their Residential Buildings will be of further additional expense, as there are additional items outside of the Limited Rehabilitation Project not accounted for in the cost estimate. There is no insurance coverage<sup>5</sup> as to any of the damage or rehabilitation work that needs to be done.

46. The Receiver received a quote on July 28, 2024, for \$61,600.00 per Residential Building for the replacement of the shingle roofs on each Building. The quote provides for furnishing and installation of dimensional roof shingles, which includes removing the existing shingles, application of a new 30lb underlayment of standard color to be selected and removal of all related roofing debris. This quote does not include any additional repair/replacement of wood sheeting, fascia, gutter repair/replacement or other materials that may be required. This cost would need to be added to the Potential Special Assessment total and thereby increase the monetary amount due from each Unit Owner.

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<sup>5</sup> On April 26, 2024, prior to the appointment of the Receiver, Mt. Hawley Insurance Company issued a notice determining coverage is not available for the losses stemming from the alleged structural violations and long-term damage found in the Residential Buildings. The insurance policy further contains a “Continuous or Progressive Injury and Damage Exclusion,” which precludes coverage for any damages because of or related to “bodily injury,” “property damage” or “personal and advertising injury” which first existed or allegedly existed or is alleged to be the process of taking place prior to the inception date of this Policy. The exclusions applies even if damage is alleged to have continued under the policy.

47. Additionally, on September 30, 2023, the City issued the 25-year inspection letters (previously known as the 40-year inspection) requiring: “[I]n accordance with Section 110.15 of the Broward County Administrative Code of the 2020 Florida Building Code (FBC) and BORA Policy #05-05, the owner of the building is required to have the building inspected and a report of the inspections prepared to determine the structural condition of the building and the condition of its electrical systems. The inspections must be performed, and the report submitted by a Florida registered professional engineer or architect.” This cost would also need to be added to the Potential Special Assessment total and increase the monetary amount due from each Unit Owner.

48. Several of the Residential Buildings have been shuttered since the summer of 2023 and remain shuttered once again through the 2024 summer heat - with no power or utilities. Interior units will likely need significant rehabilitation from mold and other potential environmental conditions exacerbated by the lack of power. This cost would also need to be added to the Potential Special Assessment total and increase the monetary amount due from each Unit Owner.

49. The Unit Owners are forced to undertake the substantial burden of continuing to pay their monthly mortgages encumbering their Units, the Association’s monthly assessments, any and all Potential Special Assessments levied to fund the Limited Rehabilitation Project, while simultaneously trying to find and pay for a temporary place to live during the construction/rehabilitation process and until the Units are no longer deemed unsafe by the City.

50. Additionally, based only on the cost of the Limited Rehabilitation Project, \$585,000.00, it is likely that the City and Broward County’s Building Codes would require the complete demolition and removal of the Residential Buildings, which would only add to the costs and time to repair the Condo Property (and increase the monetary amount due ultimately due from each Unit Owner).

51. Section 116.2.2. of the Florida Building Code, as amended by Broward County provides:

**116.2.2.1 If the cost of completion, alteration, repair, or replacement of an unsafe building or structure or part thereof exceeds fifty (50) percent of its value, such building shall be demolished and removed from the premises.** If the cost of completion, alteration, repair, or replacement of an unsafe building or structure or part thereof does not exceed fifty (50) percent of such replacement cost, such building or structure may be repaired and made safe, as provided in the FBC, Existing Building.

**116.2.2.2 If the cost of structural repair or structural replacement of an unsafe building or structure or part thereof exceeds thirty-three (33) percent of the structural value, such building or structure or part thereof shall be demolished and removed from the premises;** and if the cost of such structural repairs does not exceed thirty-three (33) percent of such replacement cost, such building or structure or part thereof may be structurally repaired and made safe, as provided in FBC, Existing Building.

(Emphasis added).

52. Based on the information obtained by the Receiver, unfortunately, the Condo Property cannot be repaired, reconstructed, or rebuilt within a reasonable amount of time or at a reasonable cost affordable to the majority of Unit Owners.

53. The Receiver would not be in a position to begin any further rehabilitation efforts on the Condo Property until all Unit Owners paid any further Potential Special Assessment required to fund the Limited Rehabilitation Project.

54. Further, the Receiver is not able to borrow funds to fund the Limited Rehabilitation Project as the Association has no property, other than assessments, to use as collateral. Any borrowing by the Association would result in larger special assessments to the Unit Owners.

55. In its current state, the Condo Property will continue to deteriorate and create vast economic waste. Operation of the Condo Property as intended under the Declaration is likely impossible and financially unfeasible.

56. Because of the condition of the Condo Property and the improvements therein, including the Residential Buildings, and the cost and time associated with rehabilitation, it is appropriate, necessary and equitable to affect a timely termination of the Condominium and sale of the Condo Property as authorized pursuant to Section 718.118, Florida Statutes.

57. The Condo Property has not been repaired, reconstructed, and/or rebuilt within a reasonable period of time, and cannot be repaired, reconstructed, and/or rebuilt in a reasonable amount of time due to the financial condition of the Association and the Unit Owners.

58. To help mitigate the losses suffered by the Unit Owners, Plaintiff invokes the equitable powers of this Court to affect a termination of the Condominium, as permitted by Section 718.118, so the Condo Property will no longer be encumbered by the Declaration and can be sold in its entirety, as quickly as possible, for maximum value.

59. The cost and time associated with pursuing a termination of the Condominium pursuant to Fla. Stat. § 718.117 will be detrimental to the Unit Owners, as it will take additional time, money, and collaboration, which will ultimately be unfavorable to the Unit Owners and potentially result in unsuccessful termination of the Condominium.

60. There is no adequate remedy at law.

61. Thus, equity requires that this Court enter an Order terminating the Heron Pond Condominium pursuant to Section 718.118, Florida Statutes.

62. Furthermore, Plaintiff proposes and respectfully requests that the Court exercise its equitable powers by bifurcating the proceedings into two phases. In the first phase, the Court would determine entitlement to termination under Section 718.118. In the second phase, the Court would

approve a plan for the termination process, appointing a termination trustee,<sup>6</sup> authorizing a competitive sale process for the Condo Property, providing for the distribution of such sale proceeds and any other condominium assets, and other remedies and rights of the Receiver and termination trustee related to termination of the Condominium.

WHEREFORE, Plaintiff, with the support of the Joining Owners respectfully request the Court:

- i. Determine that Section 718.118, Florida Statutes, authorizes the termination of the Heron Pond Condominium based upon the facts and allegations contained in this Complaint for Judicial Termination of Condominium;
- ii. Determine that all necessary parties to terminate the condominium are adequately before this Court having received notice in accordance with applicable law;
- iii. Dispose of all objections to the termination of the condominium and other remedies requested herein;
- iv. Approve the authority of the Receiver to terminate the Heron Pond Condominium pursuant to Section 718.118, Florida Statutes;
- v. Allow for the Condo Property to be marketed and sold in its entirety pursuant to a competitive sale process lead by the Receiver, as Termination Trustee, on behalf of the Association and all Unit Owners in Heron Pond Condo;
- vi. Approve a plan of termination describing the process for termination of the Heron Pond Condominium, vesting title of the Condo Property in the Receiver as Termination Trustee, and describing the sale of the Condo Property by the Receiver to the highest and best offer through a competitive sale process and provide for the distribution of sale proceeds and any other Association assets;
- vii. Order the appropriate remedies on termination, including the sale procedures, distribution of proceeds and further authority of the Receiver, pursuant to the Receivership Order which should be incorporated in the

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<sup>6</sup> Paragraph 30 of the Receivership Order provides that “The Receiver is authorized and has standing to petition the Court to be appointed as a termination trustee upon the termination of the Association pursuant to Section 718.118, Florida Statutes, to assist in the disposition of any property and administration of the affairs of the Association following and related to the same.”

marketing materials and in any sales contract between a buyer and the Receiver;

- viii. Order the payment of Receiver's fees, undersigned counsel's fees and the fees of other professionals and service providers retained by the Receiver;
- ix. Preserve for the Association, the authority to conduct its affairs as a condominium association, including the authority to pursue claims and defend claims.
- x. Order such other and further relief as the Court deems just and proper under the circumstances.

Dated: October 18, 2024

Respectfully submitted,

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# **COMPOSITE EXHIBIT A**

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# HERON POND CONDOMINIUM

Heron Pond  
Condominium

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**DECLARATION OF CONDOMINIUM**  
**ESTABLISHING**  
**HERON POND CONDOMINIUM**

**SUBMISSION STATEMENT**

Mariner 304, LLC, a Delaware liability company authorized to do business in the State of Florida, hereinafter called the "Developer," for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property and in improvements described in Exhibit "A," Sheet 1, attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of the statutes of the State of Florida, hereinafter sometimes referred to as the "Condominium Act," the provisions of which are hereby incorporated by reference as is fully set forth herein, and does hereby file for record this Declaration of Condominium.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land as the case may be, shall be non-exclusive and perpetual unless sooner terminated as upon all Unit Owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the By-Laws of the Association. Both the burdens imposed and the benefits granted shall run with each Unit and the interests in the Common Elements.

I. Name

1.01 The name of the Condominium is: HERON POND CONDOMINIUM.

1.02 The name of the Unit Owners' Association is HERON POND CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association."

II. Land

The land comprising this condominium is described on Exhibit "A," Sheet 1, attached hereto and made a part hereof as if fully set forth herein.

III. Definitions

The terms used in this Declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, State of Florida and as follows unless the context otherwise requires:

3.01 "Unit" - means a part of the Condominium Property which is subject to exclusive ownership. A Unit may be in improvements, land, or land and improvements together, as specified in this Declaration.

3.02 "Unit Owner" or "Owner of a Unit" - means the owner of a Condominium Parcel.

3.03 "Assessment" - means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

3.04 "Association" - means, the corporate entity responsible for the maintenance and operation of real property in which condominium unit owners have use rights, where unit owner membership in the entity is composed exclusively of condominium unit owners or their elected or appointed representatives, and where membership in the entity is a required condition of unit ownership.

3.05 "By-Laws" - means the By-Laws of the Association existing from time to time.

3.06 "Common Elements" - means the portions of the Condominium Property not included in the Units.

3.07 "Common Expenses" - means all expenses properly incurred by the Association in the performance of its duties including expenses specified in Florida Statute §718.115.

3.08 "Common Surplus" - means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

3.09 "Condominium" - means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of Units that may be owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in the Common Elements.

3.10 "Condominium parcel" - means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.11 "Declaration" or "Declaration of Condominium" - means the instrument or instruments by which a Condominium is created as they are from time to time amended.

3.12 "Limited Common Elements" - means those Common elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units as specified in the Declaration of Condominium.

3.13 "Operation" or "Operation of the Condominium" - includes the administration and management of the Condominium Property.

3.14 "Developer" - means a person who creates a Condominium or offers Condominium parcels for sale or lease in the ordinary course of business, but does not include an Owner or lessee of a Unit who has acquired his Unit for his own occupancy, nor does it include a cooperative association which creates a condominium by conversion of an existing residential cooperative after control of the association has been transferred to the unit owners if, following the conversion, the unit owners will be the same persons who were unit owners of the cooperative and no units are offered for sale or lease to the public as part of the plan of conversion. As used herein, the term "Developer" shall include assigns and successors in interest to the original Developer.

3.15 "Board of Administration" - means the Board of Directors of the Association or other representative body responsible for administration of the Association.

3.16 "Condominium Property" - means the lands, leaseholds, and personal property that are subject to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant hereto intended for use in connection with the Condominium.

3.17 "Mortgagee" or "Institutional First Mortgagee" - means a bank, Federal or State savings and loan association, insurance company, mortgage company, real estate investment or business trust, pension fund, an agency of the United States government, any other lender generally recognized as an institutional type lender, or the Developer (including any nominee of Developer) owning and holding a mortgage encumbering a Condominium Unit, and their successors and assigns.

3.19 "Institutional First Mortgage" - means a mortgage owned or held by an Institutional First Mortgagee.

3.20 "Division" means the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation.

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

IV. Description The Condominium is described as follows:

4.01 A survey of the land submitted to condominium ownership is set forth on Exhibit "A" attached hereto. The Affidavit of Surveyor as to the Substantial

Completion of the improvements is attached hereto and made a part hereof as Exhibit "A." A graphic description of the improvement or improvements in which Units are located and the identification of each Unit by letter, name or number, so that no Unit bears the same designation as any other Unit, and the plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their respective locations and approximate dimensions is attached hereto as and made a part hereof as Exhibit "A."

4.02 The following non-exclusive easements shall be covenants running with the land and are expressly granted and/or reserved in favor of the Unit Owners, occupants of any Unit, their guests and invitees, to-wit:

(1) Utilities: Blanket non-exclusive easements are reserved throughout the Condominium Property as may be required for utility services in order to adequately serve the Condominium. In the event any Unit, recreation area, Common or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the Owner or Owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

(2) Encroachments: In the event that any Unit shall encroach upon any of the Common Elements or any other Unit for any reason other than the intentional act of the Unit Owner or in the event that any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such encroachments so long as the same shall continue.

(3) Traffic: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the Unit Owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property, except to the extent that the space may be specifically designated and assigned for parking purposes.

(4) Right of Access to Units: The association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a Unit to be maintained by the association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a Unit or Units.

(5) A non-exclusive easement for ingress and egress over streets, walks and other rights-of-way serving the Units of this Condominium as part of the Common Elements necessary to provide reasonable access to the public ways.

(6) A blanket easement throughout the Condominium Property for the purposes of installing, maintaining and replacing any and all equipment necessary or desirable to provide and license all telecommunications, media (including, without limitation, cable and interactive T.V. services), broadband, internet, security (including, without limitation, home monitoring) and similar services to the Condominium Property, and for ingress and egress across such portions of the Condominium Property as may be necessary to access the Equipment for the purposes enumerated above.

V. Identification of Units and Boundaries, Limited Common Elements and Common Elements, Survey, Shares in Common Elements, Prorations of Common Expenses, Voting Rights

The Condominium Units and all other improvements constructed on the Condominium Property are set forth in detail in Exhibit "A" attached hereto. Each Condominium Unit is described in such a manner that there can be determined therefrom the identification, location and dimensions of such Unit and the Common Elements appurtenant thereto.

Each Condominium Unit is identified by a number, letter or name or combination thereof, so that no Unit bears the same designation as any other Unit. Areas designated as "LCE" or Limited Common Elements on Exhibit "A" attached hereto are Limited Common Elements in accordance with Article XIII hereof. All remaining areas are Common Elements.

5.01 Boundaries: Each unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, or movement of the buildings; or by permissible repairs, reconstruction, or alterations.

5.01.01. Horizontal Boundaries: The upper and lower boundaries of the units will be:

(1) Upper Boundary: The planes of the underside of the finished and undecorated ceilings of the unit, extended to meet the perimeter boundaries.

(2) Lower Boundary: The planes of the upperside of the finished and undecorated surface of the floors of the unit, extended to meet the perimeter boundaries.

5.01.02. Perimeter Boundaries: The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the unit's windows, doors, and other openings that abut the exterior of the building or common elements, including limited common elements.

5.02 Ownership: The ownership of each unit will carry with it, as appropriate, and whether or not separately described, all of the rights, title, and interest of a unit owner in the Condominium property which will include, but not be limited to:

5.02.01. Common Elements and Common Surplus: An undivided share of ownership of the common elements and common surplus.

5.02.02. Limited Common Elements: Either the exclusive use or use in common with one or more other designated units of the limited common elements that may exist, such as assigned parking space(s), balconies, terraces and or fenced patios.

5.03 Voting Rights: Subject to any provisions of the By-Laws of the Association applicable thereto, a Unit Owner is entitled to one (1) vote for each Unit owned. If a Unit is owned by more than one (1) Person, the Owners of said Unit shall designate one (1) of them as the voting member, or, in the case of ownership by a corporation, an officer or an employee thereof shall be designated the voting member. The vote of a Unit shall not be divisible.

## VI. Condominium Parcels, Appurtenances, Possession and Enjoyment

6.01 The Condominium Parcel is a separate parcel of real property owned in fee simple, or any other estate of real property recognizable by law.

6.02 There shall pass with a Unit as appurtenances thereto:

(1) An undivided share in the Common Elements and Common Surplus.

(2) The exclusive right to use the portion of the Common Elements as may be provided by the Declaration.

(3) An exclusive easement for the use of the air spaces occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.

(4) A Unit Owner is entitled to the exclusive possession of his Unit, subject to the irrevocable right of the Association to access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs necessary to prevent damage to Common Elements or to another Unit or Units. A Unit Owner shall be entitled to use the Common Elements in accordance with the purpose for which they are intended, but no use may hinder or encroach upon the lawful rights of other Unit Owners.

(5) The air conditioning condensers at the exterior are appurtenant to their corresponding Unit and thus part of the Unit. The air conditioning condensers are not common elements nor limited common elements.



VII. Restraint Upon Separation and Partition of Common Elements

7.01 The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit whether or not separately described.

7.02 The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered, except with the Unit.

7.03 The share in the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

VIII. Common Elements

8.01 Common Elements include within their meaning the following items:

(1) The Condominium Property which is not included within the Units.

(2) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Unit and the Common Elements.

(3) An easement of support in every portion of a Unit which contributes to the support of a building.

(4) The property and installations required for the furnishing of utilities and other services to more than one Unit to the Common Elements.

(5) The Declaration may designate other parts of the condominium property as common elements.

8.02 Any person having any interest under mortgages of record that encumber any portion of the Common Elements that are not satisfied prior to the recordation of this Declaration shall consent to the recordation of this Declaration; provided, however, in lieu of joining in the execution of this Declaration, any mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

IX. Amendment of Declaration

9.01 Unless otherwise provided herein, the Declaration may be amended by two-thirds (2/3) of the Unit Owners executing an amendment to this Declaration with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located; or in the alternative, this Declaration may be amended at any regular or special meeting of the Unit Owners called or

convened in accordance with the By-Laws the affirmative vote of voting members casting not less than two-thirds (2/3) of the total vote of the members of the Association and the execution by the Association of a certificate of the amendment with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located.

(1) Such an amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus provided the record Owner of the Unit and all record owners of liens on it join in the execution of the amendment and unless all the record owners of all other units in the same condominium approve the amendment, provided, however, this section shall not apply to the acquisition of a Unit by the Association.

(2) If it appears that through scrivener's error a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common Elements in the Condominium have not been distributed in the Declaration, so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fails to equal one hundred (100%) percent, or if it appears that more than one hundred (100%) percent of Common Elements or common Expenses or ownership of Common Surplus have been distributed, the error may be corrected by filing an amendment to the Declaration approved by the Board of Administration or a majority of the Unit Owners.

(3) The Common Elements designated by this Declaration may be enlarged by an amendment in the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of this Declaration. The amendment must be approved and executed as provided herein. The amendment shall vest title in the Unit Owners as part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements which are appurtenant to the Unit owned by them.

(4) No amendment shall be passed which shall impair or prejudice the rights and priorities of Mortgagees.

Notwithstanding the foregoing, the consent or joinder of owners of liens on a Unit shall only be required for amendments materially affecting the rights or interests of the lienholder or as otherwise required by the Federal National Mortgage Corporation, the Federal Home Loan Mortgage Corporation the Department of Housing and Urban Development or the Veterans Administration, provided that such a requirement provides that such consent may not be unreasonably withheld.

X. Termination

10.01 Unless otherwise provided in this Declaration, the Condominium

Property may be removed from the provisions of Florida Statutes Condominium Act only by consent of all of the Unit Owners evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the Condominium Parcels. When the Board of Directors intends to terminate or merge the condominium, or dissolve or merge the Association, the Boards shall so notify the Division before taking any action to terminate or merge the Condominium or the Association. Upon recordation of the instrument evidencing consent of all of the unit owners to terminate the Condominium, the Association within 30 business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination notice certified by the clerk.

10.02 Upon removal of the Condominium Property from the provisions of the Condominium Act, the Condominium Property is owned in common by the Unit Owners in the same undivided shares as each Owner previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

10.03 The termination of a Condominium does not bar the creation of another Condominium affecting all or any portion of the same property.

#### XI. Equitable Relief

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition.

#### XII. Enforcement of Maintenance

In the event the Owner of a Unit violates the provisions hereof, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the provisions hereof; or the Association shall have the right to charge the Unit Owner for the necessary sums to correct the violation and to collect such charge. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units. Additionally, the association may levy reasonable fines against a Unit for the failure of the owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine will become a lien against a Unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit owners. If the committee does not agree with the

fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied Units.

### XIII. Limited Common Elements

In this Condominium there are Limited Common Elements appurtenant to some of the Units. There shall pass with a Unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant as shown on Exhibit "A". Expense of maintenance and repair relating to all Limited Common Elements shall be considered Common Expenses. Except, however, that the Association shall not be responsible for any repair or replacement of any improvements made by unit owners to any of these Limited Common Elements and shall not be considered Common Expenses.

Automobile Parking Spaces: Parking areas of the Condominium are Common Elements of the Condominium as set out in Exhibit "A" hereto. There are a total of five hundred eighty-seven (587) parking spaces in the parking area. Parking spaces shall constitute limited common elements to the units to which they may be assigned. Allocation will be made initially by the developer by a recorded written instrument. Parking spaces assigned as limited common elements to a unit are reserved for the use of that unit and the owners and occupants of that unit to the exclusion of all other unit owners. Any parking spaces not assigned as limited common elements shall be deemed common elements.

The Condominium Association and/or the Developer retains the right to re-assign parking spaces, whether those parking spaces are limited common elements or not, to accommodate municipal or governmental authority regulations including, but not limited to, regulations that may be promulgated in the future concerning handicap spaces or any other zoning /permitting requirements. The Developer shall have the right to charge, and retain for its sole benefit, a fee for the assignment of extra parking spaces, so long as it is marketing Units for sale at the Condominium Property in the ordinary course of business. Thereafter, the Association shall have the right to charge, and retain, a fee for the assignment of extra parking spaces.

Each unit shall have at least one (1) parking space for its exclusive use assigned to it and designated by the aforementioned written instrument.

Parking spaces designated as common elements may, with approval of a majority of the unit owners, be designated by the Condominium Association as limited common elements to one or more units. Such designation must be executed with the formalities required of deeds by the authorized officers of the Condominium Association and must set forth that the approval of a majority of the owners to such designation was obtained at a meeting of unit owners (members of the Condominium Association) called at least in part for that purpose and obtained in writing and on file with the Condominium Association. From and after the recording of such designation among the Public Records of Broward County, Florida, the subject parking space(s) shall become limited common elements to the unit or units to which they have been so assigned to the same effect and with the same results as if designation has been made herein.

Motor Vehicles: No vehicles belonging to a unit owners, lessee, or to a member of the family or guest, tenant or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees, and their employees, servants, agents, visitors, licensees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners. No motor vehicle which cannot operate on its own power, shall remain within the parking areas or other common elements for more than 72 hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium Property.

Each parking space which is conveyed as an appurtenance to a particular unit may be used only by the unit owner, lessee and or guests of such unit, except when the unit owner has given written permission for use (copy of Association) to another unit owner, lessee or guest. No unit owner, lessee or their respective family members, employees, servants, agents, visitors and licensees may park their vehicle in another space other than the space conveyed to the unit owner of the particular unit. When a unit is leased the tenant has all use rights in the association property and the common elements, including limited common elements appurtenant to that unit such as parking spaces, otherwise available for use by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. All vehicles shall be parked within the painted lines and pulled up close to the bumper.

Trucks, campers, recreational vehicles, trailers and boats may not be parked on the Condominium Property without the prior approval of the Association. This does not include vans, pick-up trucks, sport utility vehicles (SUVs) or other similar style vehicles.

#### XIV. Insurance and Condemnation Provision

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property and the Condominium Property required to be insured by the Association pursuant to paragraph 14.02 below. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners and/or their mortgagees at reasonable times. In addition, the Association shall maintain such insurance as may be required under any agreements to which the Association is a party or may be bound.

The insurance, other than title insurance, which shall be carried upon the Condominium Property and property of the Unit Owners shall be governed by the following provisions:

14.01 Liability Insurance: The Board of Administration of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium, and insuring the Association and the Unit Owners, as its and their interests appear, in such amount as the Board of Administration of the Association may determine from time to time. Said insurance shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and

off-premises employee coverages. All liability insurance shall contain a cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner. Premiums for payment of such insurance shall be paid by the Association and charged as a Common Expense.

#### 14.02 Casualty Insurance:

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association and all Unit Owners and their mortgagees, as their interests may appear, from a company acceptable to the Board of Administration of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Administration. All hazard policies issued to protect the Condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed, or replacements thereof like kind or quality, in accordance with the original plans and specifications, or as existed at the time the Unit was initially conveyed if the original specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the Unit Owners shall be considered additional insureds under the policy. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and shall be charged as a Common Expense. The company or companies, with which the Association shall place its insurance coverage, as herein provided must be good and responsible companies, authorized to do business in the State of Florida. The Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property shall have the right to approve the policies, the company or companies who are the insurers under the insurance placed by the Association, and the amount thereof, and the right to designate and appoint the Insurance Trustee, which shall be a bank in Florida with trust powers. (All rights granted to Mortgagees in this paragraph shall be referred to as "Mortgagee's Insurance Rights.") In the absence of the action of said Mortgagee, the Association shall have said right without qualifications.

14.03 Loss Payable Provision - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal, the sufficiency of policies, the failure to collect any insurance proceeds, nor the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes herein stated, and for the benefit of the Association, the Unit Owners, and their respective mortgagees (hereinafter sometimes collectively referred to

as "Beneficial Owner"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(1) Common Elements: Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(2) Condominium Units: Proceeds on account of Units shall be in the following undivided shares:

(a) Partial Destruction - When units are to be repaired and restored for the Owners of the damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

(b) Total destruction of Condominium improvements or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as hereinafter provided in this Article XIV, for the Owners of all Units, each Owner's share being in proportion to his share in the Common Elements appurtenant to his Unit.

(3) Mortgagees: In the event an Institutional First Mortgage encumbers a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

14.04 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Beneficial Owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(1) Reconstruction or Repair: If the damage, for which the proceeds were paid, is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners (or retained, pursuant to paragraph 14.08 below). All remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair: If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Beneficial Owners; remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to an Institutional First Mortgagee when requested

by such Institutional First Mortgage whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Administration determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the Beneficial Owners as surplus in the manner provided in this Article XIV, or retained pursuant to paragraph 14.08 below.

(3) Certificate: In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the name of the Unit Owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

14.05 Loss Within a Single Unit: If loss shall occur within a single Unit without damage of the Common Elements, the insurance proceeds shall be distributed to the Beneficial Unit Owner with remittances to said Unit Owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same; provided, however, such remittance shall be made solely to an Institutional First Mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the Unit Owner shall be fully responsible for the restoration of his Unit.

14.06 Loss Less Than "Very Substantial": Where a loss or damage occurs to more than one Unit, to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the Common Elements, with no, or inconsequential damage or loss to any individual Unit and if such damage or loss to the Common Elements is less than \$3,000, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the provisions of subparagraph (6) infra, if the damage or loss involves any individual Unit as well as the Common Elements, or if the damage is limited to the Common Elements alone, but is in excess of \$3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of the Institutional First Mortgagee having the



highest dollar indebtedness on Units in the Condominium Property, the written approval shall also be required of such Institutional First Mortgagee. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the Institutional First Mortgagee, if said Institutional First Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and final releases and waivers of mechanics' liens to the Insurance Trustee, and execute any Affidavit required by law or by the Association, the aforesaid Institutional First Mortgagee, or the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the Institutional First Mortgagee whose approval may be required as aforesaid, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida which is acceptable to said mortgagee.

(4) Subject to the foregoing, the Board of Administration shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and a Special Charge against the individual Unit Owners for that portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Administration finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual Unit which has been damaged, then the Board of Administration shall levy the Assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The Special Charge is fully enforceable in the manner of foreclosing a mortgage upon real property. The special Assessment funds and Special Charge funds shall be delivered by the Association to the Insurance Trustee and added, by said Trustee, to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special Assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, this provision may be waived by the Board of Administration in favor of any Institutional First Mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over.

14.07 "Very Substantial" Damage: As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-quarters (3/4) or more of the total unit space in any building comprising the Condominium Property is rendered untenable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

(1) If such very substantial damage has occurred to the building, and in the absence of any determination to terminate the Condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to the building shall be held by the Insurance Trustee solely for the benefit of Unit Owners (and their mortgagees).

(2) Thereupon, a membership meeting shall be called by the Board of Administration, to be held not later than thirty (30) days after the casualty, to determine the wishes of the membership with reference to the termination of the Condominium subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are sufficient to cover the cost thereof so that no special Assessment is required, then the Condominium Property shall be restored and repaired unless three fourths (3/4) of the total votes of the members of the Condominium shall vote to terminate the Condominium in which case the Condominium Property shall be removed from the provisions of the law, in accordance with the statutes of the State of Florida.

(b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are not sufficient to cover the cost thereof so that a special Assessment will be required, as set forth above, then a vote will be taken of the membership of this Condominium to determine whether the Condominium should be terminated. Said Assessment shall be made and the Condominium Property restored and repaired, unless two thirds (2/3) of the total votes of the members of this Condominium shall vote to terminate, the Association shall immediately levy such special Assessment.

(c) Unless it is determined to terminate the Condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special Assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the Property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the Property, as hereinabove provided. To the extent that any insurance proceeds are paid over to Institutional First Mortgagees, and in the event it is determined not to terminate the Condominium and to vote a special Assessment, the Unit Owner shall be

obliged to replenish the funds so paid over to his mortgagee, and said Unit Owner shall be liable to the Association for such sum.

(3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Administration shall be binding upon all Unit Owners (but not upon Institutional First mortgagees).

14.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Administration, unless the Institutional First Mortgagee holding and owning the highest dollar indebtedness on Units in the Condominium Property requires distribution. In the event of distribution, then the Insurance Trustee shall distribute such balance to the Beneficial Owners of the fund in accordance with each Unit's undivided interest in the Common Surplus of the Association.

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

14.10 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Administration, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

14.11 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each Unit Owner, for the purpose of compromising the settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

14.12 Institutional First Mortgagee's Right to Advance Premiums: Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the mortgagee(s), said Institutional Mortgagee(s) shall have the right, at its option to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Mortgagee shall be subrogated to the Assessment and lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

14.13 Worker's Compensation policy to meet the requirements of law.

14.14 Such other insurance as the Board of Administration shall determine

from time to time be desirable.

14.15 Each individual Unit Owner shall be responsible for purchasing at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property, and living expense insurance.

14.16 Anything in this Article XIV to the contrary notwithstanding, an Institutional First Mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged Unit in the same share as the share in the Common Elements appurtenant to such Unit, in the event: (a) its mortgage is not in good standing and is in default; or, either (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or (c) it is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such Mortgagee has not consented in writing to such change or alteration. The Association shall have the authority to amend the declaration of condominium, without regard to any requirement for mortgagee approval of amendments affecting insurance requirements, to conform the declaration of condominium to the coverage requirements of Florida Statute 718.111.

14.17 Notwithstanding anything contained herein to the contrary, in the event a loss occurs which is determined to have been attributable to a particular Unit and such loss causes damage to the Common Elements and/or other Units within the Condominium, then the Unit Owner of the Unit to which the loss is attributable shall be liable for the entire expense of the insured's policy deductible, if any. In the event a loss occurs to the Common Elements and/or more than one (1) Unit within the Condominium and such loss cannot be determined to have emanated from any particular Unit, then all Unit Owners within the Condominium -- in the event the damage is solely to the Common Elements or the owners of the Units so damaged in the event the loss involves more than one (1) Condominium Unit -- shall bear the expense of the insured's policy deductible, if any, on a pro rata basis.

14.18 Condemnation:

(1) Deposit of Awards with Association: The taking of Condominium Property by condemnation shall be deemed to be a casualty and the awards for the taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association. Even though awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and in the event of failing to so do, the defaulting Unit Owner shall be liable to the Association in the amount of his award or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

(2) Determination Whether to Continue Condominium: Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and

repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

(3) Disbursement of Funds: If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

(4) Association as Agent: The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

(5) Unit Reduced But Tenatable: If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenatable, the award for taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Restoration of Unit: The Unit shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the Owner of the Unit shall be obliged to pay such excess amount.

(b) Distribution of Surplus: The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees in accordance with each Unit's undivided interest in the Common Surplus of the Association.

(6) Unit Made Untenatable: If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenatable, the award for the taking of the Unit shall be used for the following purpose in the order stated and the following changes shall be effected in the Condominium:

(a) Payment of Award: The award shall be paid first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenatable; and then jointly to the Unit Owners of Units not tenatable and their mortgagees in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional First Mortgagees; and the balance, if any, to repairing and replacing the Common Elements.

(b) Addition to Common Elements: The remaining

portion of the Unit, if any, shall become part of the Common elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) Adjustment of Shares in Common Elements: The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done on an equal fractional basis.

(d) Assessments: If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

(e) Arbitration: If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of special performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

(6) Taking of Common Elements: Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

(7) Amendment of Declaration: The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by condemnation shall be evidenced by an amendment of this Declaration that need be approved by two thirds (2/3) of all Unit Owners whose ownership of the Common

Elements are affected by such condemnation.

14.19 Other Insurance Coverage:

The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association, including but not limited to those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding.

XV. Leases

Only entire units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Condominium Associations' documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. The Unit Owner and the lessee(s) will be jointly and severally liable to the Association for all costs and fees not paid, and such funds shall be secured as a charge. Each unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period is 30 days.

XVI. Compliance and Default

Each unit owner, tenant, and other invitee shall be governed by, and shall comply with, the provisions of the Condominium Act as amended from time to time, this Declaration, including its exhibits, the Association Articles of Incorporation, and the Association Bylaws.

16.1. Remedies: Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, or injunctive relief, or both. Actions may be maintained by the Association or by any unit owner.

16.2. Costs and Fees: In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

16.3. Owner Inquiries and Disputes: In the event of an inquiry by an owner against the Association, the Board of Directors, or a member thereof, such owner, prior to the institution of any proceedings, shall give written notice in detail of the inquiry by certified mail to the Board of Directors. The Board shall respond in writing to the unit owner within 30 days of the receipt of the inquiry. The Board shall either give a substantive

response, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes. If the Board requests advice from the Division of Florida Land Sales, Condominiums and Mobile Homes, the Board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days of the receipt of the inquiry, provide a substantive response to the inquirer in writing. The failure to provide a substantive response to the inquiry as provided herein precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the inquiry. The Association may through its Board adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, as defined in F.S. 718.112(2)(a)(2), any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable. If unresolved, a dispute, as defined in F.S. 718.1255(1), must be arbitrated in mandatory nonbinding arbitration proceedings prior to commencement of litigation.

16.4. No Waiver of Rights: The failure of the Association or any 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 as to subsequent or other instances.

#### XVII. Liens

17.01 Subsequent to recording the Declaration and while the property remains subject to the Declaration, no liens of any nature are valid against the Condominium Property as a whole, except with the unanimous consent of the Unit Owners. During this period, liens may arise or be created only against individual Condominium Parcels.

17.02 Labor performed or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the Mechanics' Lien Law against the Unit or Condominium Parcel of any Unit Owner not expressly consenting to or requesting the labor or materials. Labor performed or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each Unit Owner and may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners are liable for Common Expenses.

17.03 If a lien against two (2) or more Condominium Parcels becomes effective, each Owner may relieve his Condominium Parcel of the lien exercising any of the rights of a property owner under F.S., Chapter 718, or by payment of the proportionate amount attributable to his Condominium Parcel. Upon the payment, the lienor shall release the lien of record for that Condominium Parcel.

#### XVIII. Remedies of the Association



18.01 All rights, remedies or relief of whatsoever nature or kind provided in favor of the Association in this Declaration, Exhibits hereto, Rules and Regulations promulgated by the Board of Administration, and the Condominium Act shall be cumulative and non-exclusive and none shall exclude, jointly or severally, any other right, remedy or relief permitted by law or otherwise available to the Association.

18.02 Failure by the Association to enforce or declare a violation of the terms and conditions of this Declaration, Exhibits hereto, Rules and Regulations promulgated by the Board of Administration, or the Condominium Act upon occurrence thereof or any delay in taking any action in connection therewith shall not be considered a waiver of such violation and any express waiver of such violation (which must be in writing to be effective) shall NOT be considered a continuing waiver and upon any subsequent violation, the Association shall not be deemed to have waived its rights to declare such violation and exercise concurrently or severally any rights, remedies or relief the Association may have.

XIX. The Association

19.01 The document creating the Association is attached hereto and made a part hereof as Exhibit "C." The operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which are attached hereto and made a part hereof as Exhibit "D." The By-Laws may be modified or amended as provided therein. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or the title to Condominium Units.

19.02 The operation of the Condominium shall be by the Association which must be a corporation not for profit. The Owners of Units shall be members of the Association in accordance with the Articles of Incorporation and By-Laws. The officers and directors of the Association have a fiduciary relationship to the Unit Owners in accordance with the Articles of Incorporation and By-Laws.

19.03 The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management and operation of the Condominium Property. After control of the Association is obtained by Unit Owners, other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including, but not limited to, the Common Elements, the roof and structural components of a building or other improvements, mechanical, electrical and plumbing elements serving an improvement or a building, representations of the Developer pertaining to any existing or proposed commonly used facilities, and protesting ad valorem taxes on commonly used facilities. The Association has the authority to maintain a class action; the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of any individual Unit Owner or class of Unit Owners to bring any

action which may otherwise be available.

19.04 A Unit Owner does not have any authority to act for the Association by reason of being a Unit Owner.

19.05 The powers and duties of the Association are promulgated by the Declaration, the By-Laws and Florida law specifically Chapter 718 of the Florida Statutes.

19.06 The Association has the irrevocable right to access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

19.07 The Association has the power to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements.

19.08 The Association shall maintain accounting records for the Condominium according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

19.09 The Association has the power to purchase Units in the Condominium and to acquire and hold, lease mortgage and convey them.

19.10 The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association.

19.11 The Association has the authority, without the joinder of any Unit Owner, to modify or move any easement for ingress or egress or for the purposes of utilities if the easement constitutes part of or crosses the Condominium Property. This subsection does not authorize the Association to modify or move any easement created in whole or in part for the use or benefit of anyone, other than the Unit Owners, without their consent or approval as required by law or the approval as required by law or the instrument creating the easement.

19.12 Maintenance and repair of the Common Elements, except as otherwise provided herein, is the responsibility of the Association.

19.13 The Association may acquire, convey, lease or mortgage Association real property upon the approval of fifty (50%) percent of the total voting interests in the Association.

19.14 Directors

19.14(1) Number and Qualifications: The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Board

may decide. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners, tenants residing in the Condominium, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet those requirements. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for board membership. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony.

19.14(2) Election of Directors: Directors shall be elected at the annual meeting in the following manner:

a. The Board of Directors shall be elected by written ballot or voting machine.

b. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than 60 days before the scheduled election. Any unit owner or other eligible person desiring to be a candidate for the board must give written notice to the Association not less than 40 days before a scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official records of the association at least 14 days prior to the annual meeting, a second notice of the election, which notice must also include an agenda, and a ballot which lists all candidates. Upon request of a candidate, the Association shall include with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association, an information sheet, no larger than 8 ½ inches by 11 inches, which must have been timely submitted by the candidate no less than 35 days prior to the scheduled election. The Association has no liability for the contents of the information sheets prepared by the candidates. In an effort to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The Division shall by rule establish voting procedures consistent with the provisions contained in chapter 718 of the Florida Statutes including rules providing for the secrecy of ballots. The second notice and accompanying documents shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No unit owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Any unit owner violating this provision may be fined by the Association in accordance with F.S. 718.303. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the board, as set forth in F.S. 718.112(2)(d)3.

XX. Membership in Association

20.01 The Association was created to perform the acts and duties of the management of the Units and Common Elements defined and described in this

Declaration, and to levy and enforce collection of Assessments necessary to perform said acts and duties.

20.02 All Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said Units.

XXI. Common Expenses and Common Surplus

21.01 Common Expenses include the expenses of the operation, maintenance, repair, replacement and utilities of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by this Declaration, the documents creating the Condominium, or the By-Laws.

21.02 Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages provided in Exhibit "B" to the Declaration. A Unit Owner's share of Common Expenses shall be in the same proportion as his ownership interest in the Common Elements.

21.03 Common Surplus is owned by Unit Owners in the same shares as their ownership interest in the Common Elements.

21.04 The cost of a master antenna television system or duly franchised cable television service supplied pursuant to a bulk contract shall be deemed a Common Expense in accordance with Section 718.115 of the Florida Statutes.

XXII. Assessments; Liabilities; Lien and Priority; Interest Collection

22.01 A Unit Owner, regardless of how his or her title has been acquired, is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title.

22.02 The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made.

22.03 Assessments and installments on them not paid when due bear interest from the date when due until paid at the maximum interest rate permitted by law, and at the sole discretion of the Board of Administration, a late charge not to exceed the greater of Twenty Five dollars (\$25.00) or five (5%) percent of each installment of the Assessment for each delinquent installment that the payment is late shall be due and payable.

22.04(1) The Association shall have a lien on each Condominium Parcel for unpaid Assessments, with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records in the County in which the Condominium Parcel is located. No such lien shall continue for a

longer period than one (1) year after the claim of lien has been recorded unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction.

(2) In the event a Unit Owner is thirty (30) days or more late in the payment of any Assessment due to the Association from the Unit Owner of whatsoever nature or kind, the Board of Administration in its sole discretion may accelerate the subsequent quarterly installments and other known Assessments for the subsequent quarter, and such installments, Assessments may be included in the liens set forth herein. No acceleration beyond a quarterly installment shall be made without simultaneously filing a claim of lien. Notice of any claim of lien filed by the Association or its authorized agent, if any, shall contain the full amount due the Association (whether upon an accelerated basis or not) at the time of filing such claim of lien. In the event a Unit Owner enters a new fiscal year being thirty (30) days or more in default of payment of any installment, Assessment due during any previous fiscal year, the Board of Administration may accelerate all then known remaining monthly installments for Assessment, Special Assessments which are due for the subsequent quarter of the fiscal year in which the Association is entering.

(3) Subject to the provisions of Article 22.06 hereof, the lien for Assessment shall be effective from and shall relate back to the recording of the original declaration of condominium. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of Palm Beach, Florida.

22.05 (1) The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The remedies provided herein shall be non-exclusive and cumulative and shall not exclude any other remedy available to the Association by this Declaration, law or otherwise.

(2) If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, and if ordered by the Court, the Unit Owner shall pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

(3) The Association has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

22.06 The liability of a first mortgagee or its successors or assignees who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of, as set forth in Section 718.116, Florida Statutes 2005:

(1) The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (six) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

(2) One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

Notwithstanding anything contained in this Declaration to the contrary, future amendments to the Condominium Act regarding the liability provided for herein shall not be incorporated by reference in this Declaration.

22.07 Any person acquiring an interest in a Unit, either through a purchase approved by the Association, foreclosure of a first mortgage of record or by acceptance of a deed in lieu of foreclosure, as specifically provided herein, including, without limitation, persons acquiring title by operation of law and purchasers at judicial sales, shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner described in 22.04 above for the collection of unpaid assessments.

22.08 Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to his Condominium Parcel. The holder of a mortgage or other lien of record has the same right as to any Condominium Parcel upon which he has a lien.

22.09 No Unit Owner may be excused from the payment of his share of the Common Expenses of a Condominium unless all Unit Owners are likewise proportionately excused from payment, except as provided in Article 22.06 and except that the Developer may be excused from the payment of its share of the Common Expenses while its guarantee is in effect.

22.09 (1) Developer hereby guarantees that assessments for common expenses levied against each unit owner by the Condominium Association will not exceed \$216.38 for Unit "Type A" (one (1) bedroom one (1) bathroom), \$241.05 for "Type B" (one (1) bedroom one (1) bathroom one (1) den), \$234.32 for Unit "Type C" (two (2) bedrooms one (1) bathroom), \$267.39 for Unit "Type D" (two (2) bedrooms one and a half (1.5) bathrooms), \$289.54 for Unit "Type E" (two (2) bedrooms two (2) bathrooms), \$311.96 for Unit "Type F" (three (3) bedrooms two (2) bathrooms, per month for the first twelve (12) months from the date of recording of the Declaration of Condominium in the Public Records. However, in the event that control of the Condominium is turned over to the Unit Owners in less than 12 months, then the Developer's guarantee shall terminate. Moreover, common expenses incurred during a guarantee period, as a result of a natural disaster or an act of God occurring during the same guarantee period, which are not covered by the proceeds from the Developer-Controlled Association's insurance, may be assessed against all Unit Owners owning Units on the date of such natural disaster or act of God, and their successors and assigns, including the developer with respect to Units owned by the developer.

22.09 (2) The Developer will pay any common expense that exceeds the above guaranteed amount during the above stated twelve (12) month period.

22.10 Assessments shall include, but not be limited to, those assessments against Unit Owners provided in Article VII of the By-Laws, as well as this Declaration, Exhibits hereto and the Condominium Act.

XXIII. Obligations and Restrictions of Members and Owners

In addition to the other obligations and duties heretofore set forth in this Declaration, every Unit Owner shall:

23.01 Promptly pay the Assessments levied by the Association.

23.02 Maintain in a clean and sanitary manner and repair his Unit and all interior surfaces within or surrounding his apartment Unit, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

23.03 Not use or permit the use of his Unit except for purposes consistent with the laws of government authorities having jurisdiction over the property.

23.04 Not permit or suffer anything to be done or kept in his Unit which would increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

23.05 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's property, by, through or under him do likewise.

23.06 Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building without the prior written consent of the Association.

23.07 Allow the Board of Administration or the authorized agents of the Association to enter any Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to another Unit or Units. If no key has been provided to the Association, then the expense of entry into a Unit for emergency purposes shall be borne by the Owner of the Unit.

23.08 Show no sign, advertisement or notice of any type on the Common Elements or his Unit, and erect no exterior antennas without the approval of the Board

of Administration. Notwithstanding any and all restrictions, rules or regulations, all Unit owners may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4 ½ by 6 ft., that represent the United States Army, Navy, Airforce, Marine Corps or Coast Guard.

23.09 Abide by any regulations regarding children as may be established by the Association, except that no regulations shall prohibit children from residing in or occupying a Unit.

23.10 Make no repairs to any plumbing, air conditioning systems or electrical wiring within a Unit, except by plumbers, repairmen or electricians authorized to do such work by the management of the Association. Plumbing, air conditioning and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owner of the Unit. The Association shall pay for and be responsible for plumbing, air conditioning repairs and electrical wiring within the Common Elements. The Association shall have the right to exclude any unauthorized repairmen from the Condominium.

23.11 Not replace and/or remove screens, jalousies or other enclosures on patios or terraces or on other parts of the building, even though such areas may be Limited Common Elements, except with prior written approval of the Board of Administration.

23.12 No patios, balconies or terraces shall be extended, enclosed or decorated in any way whatsoever by a Unit Owner without the prior written consent of the Board of Administration.

23.13 Except as otherwise provided by Article 4.02 of this Declaration, it is prohibited to divide or subdivide a Unit for purpose of sale or lease. Notwithstanding the foregoing, a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit. Such a combination shall be for occupancy only and shall not be deemed an amendment to the Declaration. Further, any such combination shall not materially alter the configuration of a Unit.

23.14 Not hang any laundry, garments or other objects which are visible from outside of the Unit, except for draperies, blinds, shades or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors.

23.15 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each Unit, the Common Elements and Limited Common Elements shall at all times remain in a clean and sanitary condition.

23.16 Not make any use of a Unit that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.



23.17 Pets may be kept in a Unit. No pet shall be allowed to commit a nuisance in any public portion of the Condominium building or grounds. The term "pets" shall be limited to dogs, cats, birds and tropical fish. All other animals are expressly forbidden unless otherwise allowed by the Association. The total weight of all pets belonging to a Unit Owner shall not exceed fifty (50) pounds. No more than two (2) pets are allowed per Unit, tropical fish excluded. Pets shall not be allowed on the balcony, terrace or patio of a Unit unless the Unit Owner is present.

23.18 The Board of Directors shall have the right to promulgate rules and regulations regarding soundproofing of floors in connection with the installation of floor coverings.

23.19 Other than the Developer, Owners may not do any construction or renovation without written notification to the Association at least seventy-two (72) hours in advance. The Association may reasonably restrict the time and manner of construction, except as it relates to the Developer. Other than the Developer, Unit Owners must provide the Association with a \$500.00 security deposit prior to commencing construction or renovation. Additionally, while the Developer maintains a construction dumpster on-site, all Unit Owners constructing or renovating their Units must pay to the Developer a nonrefundable fee of up to \$200.00 for use of the dumpster.

23.20 Other than the Developer, Owners must provide copies of proper permits, licenses and insurance certificates and plans and specifications to the Association before commencing with work. Owners must use only properly licensed workers.

23.21 Other than the Developer, all construction or renovation in Units may be done on Monday through Saturday during the hours between 8:00 a.m. to 5:00 p.m.

23.22 Proper attire is required, including shirts and shoes, when walking through Common Elements.

23.23 Owners and residents must deposit their trash in the allocated on-site trash containers/dumpsters.

23.24 Owners must provide the Association with at least one set of keys to their Unit(s), in case of emergency.

23.25 Children shall not play on or about the Common Elements of the Condominium in an unruly or in an exceptionally noisy manner. Parents will be responsible for ensuring that their children are properly supervised while using Common Elements.

The Developer shall be exempt from all provisions herein requiring the consent of the Association. Notwithstanding anything contained herein to the contrary, the Developer shall not be exempt from the following: (1) requirements that leases or

lessees be approved by the Association; (2) restrictions on the presence of pets; (3) restrictions on occupancy of Units based on age; and (4) restrictions on the type of vehicles allowed to park on the Condominium Property or Association property; however, the Developer and its designees shall have the right to be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance or marketing of Units, if such exemption is provided in the Condominium documents.

XXIV. Transfer of Association Control

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

24.01 When Unit Owners, other than the Developer, own fifteen (15%) percent or more of the Units in this Condominium that will be operated ultimately by the Association, the Unit Owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Administration of the Association and the Developer shall relinquish all special rights, expressed or implied, through which the Developer may control, direct, modify or veto any action of the Association, its Board, or a majority of unit owners; and control of the Association shall pass to the unit owners:

(1) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) Three (3) months after seventy-five (75%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) When all the Units that will be operated ultimately by the Association have been completed, some of these have been conveyed to purchasers; and none of the others are being offered for sale by the Developer in the ordinary course of business;

(4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent in Condominiums with less than five hundred (500) Units and two (2%) percent in Condominiums with more than five hundred (500) Units of the Condominium Units operated by the Association; or,

(5) Seven (7) years after the recordation of the Declaration of Condominium.

24.02 If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the

Developer:

(1) Assessment of the Developer as a Unit Owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sale of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units.

XXV. Rights Reserved Unto Institutional First Mortgagees

So long as any Institutional First Mortgagee or Institutional First Mortgagees shall hold any mortgage upon any Condominium Unit or Condominium Units or shall be the Owner of any Condominium Unit or Condominium Units and complies with the provisions of Section 25.05 hereof, such Institutional First Mortgagee or Institutional First Mortgagees shall be provided with written notification from the Association: of any lapse or cancellation of insurance; any damage or condemnation to condominium property; any items requiring mortgagee consent; and shall have the following rights, to-wit:

25.01 To be entitled to be furnished with at least one copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statements and report to be furnished, upon written demand, within ninety (90) days following the end of each calendar year.

25.02 To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

25.03 To be given notice of default by any member owning any Unit encumbered by a mortgage held by an Institutional First Mortgagee or Institutional First Mortgagees, such notice to be given in writing and sent to the principal office of such Institutional First Mortgagee or Institutional First Mortgagees, or to the place which it or they may designate in writing to the Association.

25.04 To cause the Association to create and maintain from the common expenses collected for insurance premiums an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property a monthly sum equal to one twelfth (1/12th) of the annual amount of such insurance expense and to contribute such other sums as may be required therefor to the end that there shall be on deposit in said escrow

account at least one (1) month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by the Association shall be the escrow depository for purposes hereof or the Board of Administration may designate any Institutional First Mortgagee interested in this Condominium to act in such capacity.

25.05 Whenever any Institutional First Mortgagee or Institutional First Mortgagees desire(s) the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property, which written notices shall identify the Condominium Parcel or Condominium Parcels upon which any such Institutional First Mortgagees hold any mortgage or mortgages or identifying any Condominium Parcel owned by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional First Mortgagee or Institutional First Mortgagees.

25.06 Premiums for insurance required to be placed by the Association shall be a Common Expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional First Mortgagee owning and holding the total highest dollar indebtedness against the Condominium Parcels in the Condominium Property, then said Institutional First Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, plus interest thereon at the highest legal rate, said mortgagee shall have a right of action against the Association and the individual Unit Owners for the repayment of any monies so advanced.

25.07 If two (2) or more Institutional First Mortgagees hold any mortgage or mortgagee upon any Condominium Parcel or Condominium Parcels and/or shall be the Owner of any Condominium Parcel or Condominium Parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the Institutional First Mortgagee holding the total highest dollar indebtedness against condominium Parcels in the Condominium Property, and the decision of such Institutional First Mortgagee shall be controlling.

25.08 Federal Home Loans Mortgage Corporation (FHLMC) Guidelines: Notwithstanding anything contained in this Declaration to the contrary, it is the intent of Developer to comply with the requirements of the FHLMC established as of the date hereof. Specifically, the following provisions are hereby made a part of this Declaration:

"A first mortgagee upon request is entitled to written notification from the Association of any default in the performance by any Owner of any obligation under the condominium documents not cured within sixty (60) days. Additionally, except as provided by statute, in the case of

condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least two thirds (2/3) of the first mortgagees (based upon one (1) vote for each first mortgage owned) or Owners (other than the Developer) of the individual Condominium Units have given their prior approval, the Condominium Home Owners Association shall not be entitled to:

"(a) by act or omission, seek to abandon or terminate the Condominium project;

"(b) change the pro rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium Unit in the Common Elements;

"(c) partition or subdivide any Condominium Unit;

"(d) by act or omission, seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);

"(e) use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such Condominium property."

**XXVI. Developer's Tenants**

It is understood and agreed by all parties hereto and all Unit Owners that certain units may be occupied by tenants of the Developer under lease agreements, or month to month tenancies, or other types of tenancies heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements or other types of tenancies and to use and enjoy on a nonexclusive basis all Common Elements of the Condominium and the recreational facilities without any cost or expense. The same privileges will apply to tenants of all Unit Owners.

**XXVII. Warranties**

Pursuant to Section 718.618(6), F.S.:

The Developer shall be deemed to have granted to the purchaser of each unit an

implied warranty of fitness and merchantability for the purposes or uses intended, as to the roof and structural components of the improvements; as to fireproofing and fire protection systems; and as to mechanical, electrical, and plumbing elements serving the improvements, except mechanical elements serving only one unit. The warranty shall be for a period beginning with the notice of intended conversion and continuing for 3 years thereafter, or the recording of the declaration to condominium and continuing for 3 years thereafter, or 1 year after owners other than the Developer obtain control of the association, whichever occurs last, but in no event more than 5 year.

The warranties provided by this section shall inure to the benefit of each owner and his or her successor owners and to the benefit of the developer.

The Developer expressly reserves the right to cover this condominium by an insured warranty program underwritten by a licensed insurance company registered in this state, provided that such warranty program meets the minimum requirements of this chapter; to the degree that such warranty program does not meet the minimum requirements of this chapter, such requirements shall apply.

#### XXVIII. Sales Activity and Developer's Rights

Until the Developer has completed and sold all the Units of the Condominium, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices, in any unsold Unit, for the showing of the property and display of signs, billboards, placards and visual promotional materials. It is specifically understood that the Developer has the right and authority to use the Common Elements and certain Limited Common Elements of the Condominium for the purpose of sales and administrative office for so long as Developer has not sold all Units in the Condominium. The Developer may use unsold Units as model units or as sales offices for display purposes to prospective Condominium purchasers. The Developer shall have the right to use parking spaces for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. It should be understood that prior to the conversion of the improvements to a Condominium that the operation of the Condominium was an apartment operation and, accordingly, the Developer may continue such apartment rentals at its discretion for any unsold Units and Developer, until all Units are sold, shall have the full right and authority to use the Common Elements and the areas aforescribed in furtherance of such apartment rentals as the Developer may so desire.

#### XXIX. Non Binding Arbitration

Prior to the institution of Court litigation, all disputes that may be submitted to Non Binding Arbitration pursuant to Section §718.1255 F.S. shall be submitted to Non

Binding Arbitration.

XXX. Federal Standards

Notwithstanding anything herein to the contrary, it is the intention of the undersigned that the provisions hereof, including, but not limited to Articles IX, XIV, XXII and XXV, are subject to the Department of Housing and Urban Development, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and Veteran's Administration standards, which, in the event of conflicts shall prevail (in the event of a conflict between said standards, the standards of the Department of Housing and Urban Development shall control).

XXXI. Miscellaneous

31.01 If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the By-Laws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

31.02 Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by regular mail, at their place of residence in the Condominium building, unless the Unit Owner has, by written notice, duly received for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

31.03 Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and By-Laws as they may exist from time to time. Failure to do so shall entitle the Association or any other Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association or in a proper case by or against one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

31.04 Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the Condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a Unit Owner.

31.05 No Unit shall be occupied by more than the legal occupancy limit for that Unit.

31.06 A tenant of any Unit Owner or of the Developer shall have all use

rights in the association property and the common elements otherwise available for use by unit owners including any limited common elements appurtenant thereof, and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant.

31.07 This Declaration and all Exhibits hereto shall be binding upon and inure to the benefit of each Unit Owner, their heirs, personal representatives, successors, assigns and grantees any and all persons claiming by, through or under any Unit Owners.

31.08 The heading and captions used herein are for reference purposes only, are inserted solely as a matter of convenience, and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto.


IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name and on its behalf by the appropriate individuals on this 24th day of May, 2006.


Signed, Sealed and Delivered in the Presence of:

Witnesses:  
  
Print Name: Marionnie Boschetti

Mariner 304, LLC, a Delaware limited liability company, Developer

By: BH Mariner, LLC, a Florida limited liability company

By:   
Manager

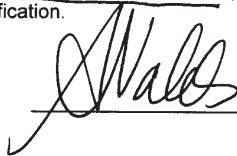
  
Print Name: Kurt A. Paulin

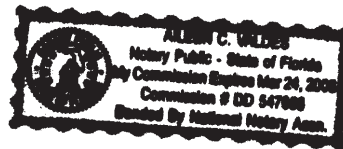
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24 day of MAY, 2006 by LUIS R. BOSCHETTI as Manager of BH Mariner, LLC, Florida limited liability company, as Manager of Mariner 304, LLC, the Developer who is personally known to me personally known to me or has produced \_\_\_\_\_ as identification.

Sworn to before me on MAY 24, 2006

Notary Public, State of FLORIDA  
My commission expires:







**CONSENT OF MORTGAGEE**

THIS CONSENT is given this 2nd day of June, 2006, on behalf of KEYBANK NATIONAL ASSOCIATION, a national banking association ("Mortgagee"), being the owner and holder of that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, dated as of November 14, 2005, and recorded November 23, 2005 in Official Records Book 40956, Page 780, Public Records of Broward County, Florida (the "Mortgage") given by Mariner 304, LLC, a Delaware limited liability company (the "Mortgagor").

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of that certain Declaration of Condominium for HERON POND CONDOMINIUM (the "Declaration"), and to subordinate the lien and effect of the Mortgage to the Declaration.

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms, provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of HERON POND CODOMINIUM, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Declaration or other documents issued in connection with the promotion of HERON POND CODOMINIUM. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Made as of the day and year first written above.

Signed, Sealed and Delivered:

**KEYBANK NATIONAL ASSOCIATION**, a national banking association

Barbara U. O'Quinn  
Printed Name: Barbara U. O'Quinn

By: [Signature]  
Edward M. Cochran, Sr. Vice President

[Signature]  
Printed Name: Kevin Robinson

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 2nd day of June, 2006, by EDWARD M. COCHRAN, as Senior Vice President of KEYBANK NATIONAL ASSOCIATION, a national banking association, on behalf of said association. He is personally known to be or has produced \_\_\_\_\_ as identification.

Barbara U. O'Quinn  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Notary Seal)

**BARBARA U. O'QUINN**  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD228972  
EXPIRES 8/18/2007  
BONDED THRU 1-888-NOTARY1

EXHIBIT "A"

**HERON POND CONDOMINIUM**

LEGAL DESCRIPTION, SURVEY, AFFIDAVIT OF SURVEYOR  
AS TO CERTIFICATE OF SUBSTANTIAL  
COMPLETION, PLOT PLAN, FLOOR PLANS FOR UNITS  
AND GRAPHIC DESCRIPTION

## HERON POND CONDOMINIUM

LEGAL DESCRIPTION

## PARCEL I:

Parcel C, of THE WHARF, according to the Plat thereof, as recorded in Plat Book 131, Page 9, of the Public Records of Broward County, Florida, except the following Parcels:

## LAKE #1

A portion of Parcel C, of THE WHARF, according to the Plat thereof, as recorded in Plat book 131, Page 9, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Northeast corner of said Parcel C; thence South 02° 08' 03" East along the East line of said Parcel C, 281.49 feet; thence South 87° 51' 57" West, 163.05 feet to a Point of Beginning; thence South 07° 52' 35" East, a distance of 28.02 feet; thence South 02° 06' 54" East, a distance of 46.25 feet; thence South 18° 51' 37" West, a distance of 27.82 feet; thence South 76° 56' 56" West, a distance of 35.50 feet; thence South 75° 11' 23" West, a distance of 28.32 feet; thence South 67° 41' 26" West, a distance of 26.89 feet; thence South 35° 34' 43" West, a distance of 19.08 feet; thence South 00° 12' 34" East, a distance of 53.70 feet; thence South 85° 48' 15" West, a distance of 31.08 feet; thence South 74° 43' 26" West, a distance of 12.74 feet; thence South 05° 27' 39" West, a distance of 15.03 feet; thence South 20° 34' 14" West, a distance of 21.45 feet; thence South 02° 04' 05" East, a distance of 109.40 feet; thence South 15° 12' 02" East, a distance of 20.23 feet; thence South 52° 10' 30" East, a distance of 16.99 feet; thence South 81° 33' 10" East, a distance of 36.99 feet; thence South 66° 56' 08" East, a distance of 21.91 feet; thence South 22° 45' 29" East, a distance of 24.58 feet; thence South 71° 36' 30" East, a distance of 49.85 feet; thence South 50° 37' 25" East, a distance of 31.45 feet; thence South 45° 11' 04" East, a distance of 19.48 feet; thence South 47° 01' 56" West, a distance of 35.78 feet; thence South 36° 45' 18" West, a distance of 62.39 feet; thence South 28° 05' 26" West, a distance of 14.99 feet; thence South 07° 08' 19" West, a distance of 14.54 feet; thence South 37° 15' 56" East, a distance of 39.56 feet; thence South 02° 58' 40" East, a distance of 50.24 feet; thence South 41° 15' 26" West, a distance of 48.71 feet; thence South 38° 02' 05" West, a distance of 45.44 feet; thence South 84° 52' 06" West, a distance of 49.77 feet; thence North 32° 59' 41" West, a distance of 77.99 feet; thence North 19° 21' 25" West, a distance of 20.37 feet; thence North 31° 20' 57" West, a distance of 82.31 feet; thence North 37° 46' 29" West, a distance of 82.14 feet; thence North 62° 27' 46" West, a distance of 10.63 feet; thence South 64° 44' 34" West, a distance of 58.11 feet; thence North 78° 35' 27" West, a distance of 43.27 feet; thence North 08° 56' 29" West, a distance of 38.83 feet; thence North 38° 25' 43" East, a distance of 18.73 feet; thence North 51° 51' 31" East, a distance of 39.02 feet; thence North 44° 05' 11" East, a distance of 13.99 feet; thence North 07° 53' 35" East, a distance of 54.04 feet; thence North 01° 15' 05" West, a distance of 55.45 feet; thence North 08° 07' 30" West, a distance of 57.53 feet; thence North 29° 41' 44" East, a distance of 22.84 feet; thence North 63° 11' 20" East, a distance of 31.17 feet; thence North 78° 34' 33" East, a distance of 40.66 feet; thence North 75° 37' 01" East, a distance of 15.16 feet; thence North 13' 07' 51" East, a distance of 15.34 feet; thence North 03° 25' 16" East, a distance of 63.19 feet; thence North 08° 50' 38" West, a distance of 48.26 feet; thence North 00° 02' 37" West, a distance of 20.40 feet; thence North 34° 38' 16" East, a distance of 26.58 feet; thence North 45° 33' 34" East, a distance of 77.09 feet; thence South 83° 45' 00" East, a distance of 24.01 feet; thence South 88° 05' 21" East, a distance of 63.51 feet; thence North 83° 11' 21" East, a distance of 60.50 feet; thence South 68° 47' 33" East, a distance of 28.06 feet to the Point of Beginning.

Said lands lying in the City of Pembroke Pines, Broward County, Florida.

ALSO LESS therefrom the following described parcel:

## Lake #2

A portion of Parcel C, of THE WHARF, according to the Plat thereof, as recorded in Plat Book 131, Page 9, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Parcel C; thence North 87° 47' 13" East, along the South line of said Parcel C, 261.98 feet; thence North 02° 12' 47" West, 211.21 feet to the Point of Beginning; THENCE North 79° 26' 12" West, a distance of 32.62 feet; thence North 42° 41' 03" West, a distance of 38.57 feet; thence North 04° 05' 23" West, a distance of 47.76 feet; thence North 06° 06' 55" West, a distance of 79.60 feet; thence North 04° 01' 39" East, a distance of 24.99 feet; thence North 00° 06' 49" West, a distance of 25.87 feet; thence North 67° 47' 31" East, a distance of 46.13 feet; thence South 89° 25' 51" East, a distance of 63.56 feet; thence

South 88° 07' 43" East, a distance of 68.25 feet; thence South 84° 50' 14" East, a distance of 29.19 feet; thence South 62° 02' 16" East, a distance of 36.49 feet; thence South 09° 28' 04" West, a distance of 49.18 feet; thence South 33° 00' 35" West, a distance of 63.50 feet; thence South 30° 29' 01" West, a distance of 34.37 feet; thence South 29° 36' 42" West, a distance of 46.74 feet; thence South 49° 36' 53" West, a distance of 41.78 feet; thence South 81° 40' 02" West, a distance of 52.90 feet to the Point of Beginning.

Said lands lying in the City of Pembroke Pines, Broward County, Florida.

PARCEL II:

Easement for the benefit of Parcel I as described in that certain Ingress/Egress Easement between Lauderdale Income Properties, Ltd., a Florida limited partnership and Pembroke-Oxford Limited Partnership, a Maryland limited partnership dated May 27, 1987, and filed May 29, 1987, in Official Records Book 14481, Page 875, over, under and across the land described as follows:

That portion of the following description located on Parcel B, of THE WHARF, according to the Plat thereof, as recorded in Plat Book 131, Page 9, of the Public Records of Broward County, Florida.

A portion of Tract 40 of the AMENDED PLAT 1ST SECTION HOLLYWOOD SUMMIT, according to the Plat thereof, as recorded in Plat Book 21, Page 37, of the Public Records of Broward County, Florida, TOGETHER WITH a portion of Tract 39, of EVERGLADES SUGAR AND LAND CO. SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 75, of the Public Records of Miami-Dade County, Florida lying in the South Half of Section 16, Township 51 South, Range 41 East, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 16; thence South 02° 06' 02" East along the East line of said Section 16, a distance of 100.00 feet (bearing based on Keith and Schnars Resurvey as recorded in Miscellaneous Plat Book 6, Page 19, of the Public Records of Broward County, Florida); thence South 87° 48' 58" West along a line 100.00 feet South of (as measured at right angles to) and parallel with the North line of the South Half of the aforesaid Section 6, said line also being the Southerly line of a 200.00 foot road right-of-way known as Pines Boulevard, as recorded in Official Records Book 2955, Page 376, of the Public Records of Broward County, Florida, a distance of 2,273.47 feet to the Point of Beginning; thence continue South 87° 48' 58" West, a distance of 80.00 feet; thence South 02° 11' 02" East, a distance of 150.00 feet; thence North 87° 48' 58" East, a distance of 80.00 feet; thence North 02° 11' 02" West, a distance of 150.00 feet to the Point of Beginning.

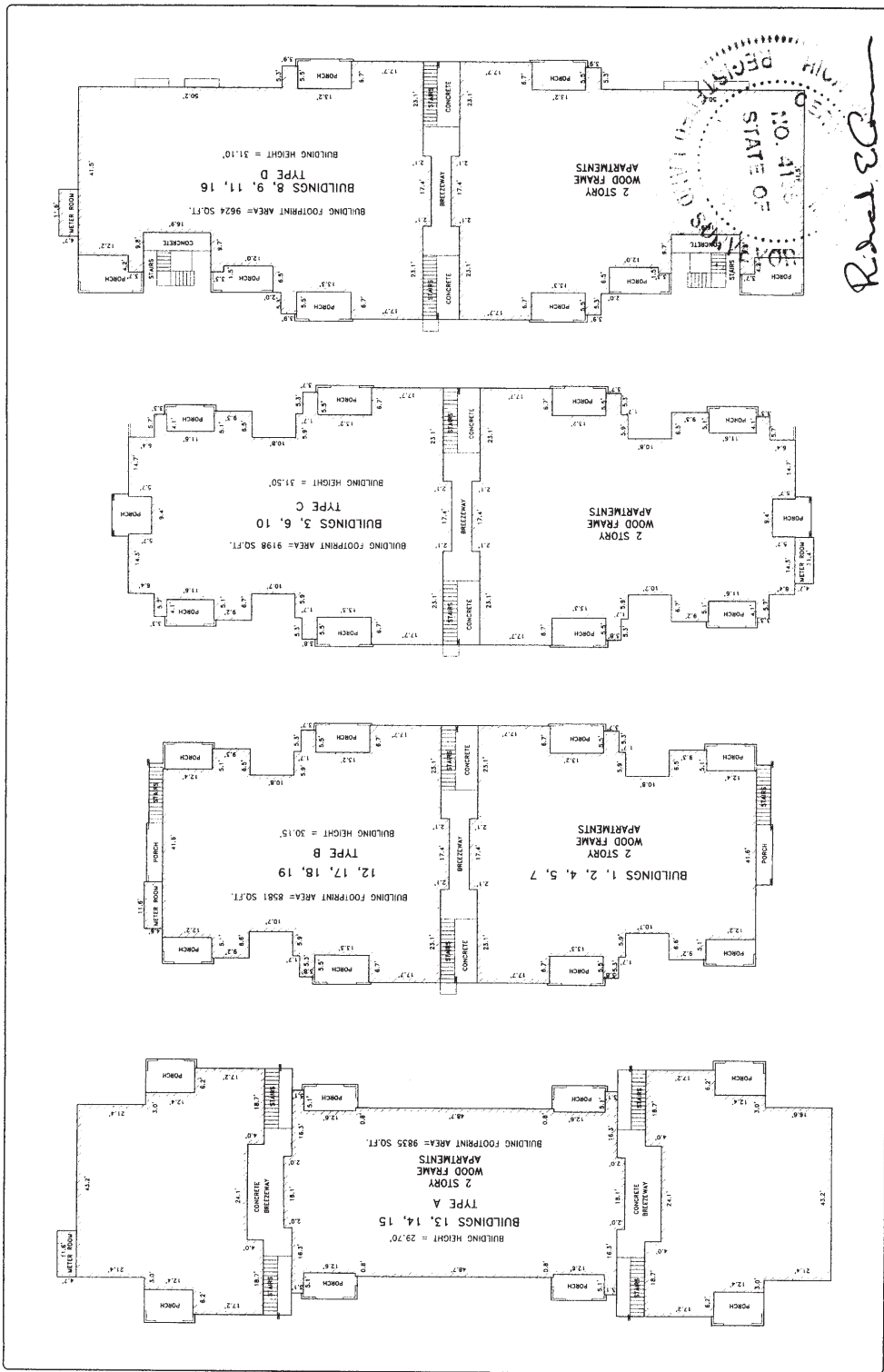
Subject to the terms, provision, conditions and the concurrent right of others to use of said easement as set forth in said instrument.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida.

PARCEL III:

Easement for the benefit of Parcel I as described in Drainage and Flowage Easement between Lauderdale Income Properties, Ltd., a Florida limited partnership, grantor and Pembroke-Oxford Limited Partnership, a Maryland limited partnership, grantee dated May 27, 1987, and filed May 29, 1987, in Official Records Book 14481, Page 888, as modified by Modification of Drainage and Flowage Easement dated October 21, 1987, and filed October 26, 1987, in Official Records Book 14904, Page 10, and as further modified by Second Modification of Drainage and Flowage Easement dated June 15, 1990, and filed August 17, 1990, in Official Records Book 17684, Page 559, for the purpose described in said Easement and Modifications thereto, over, under, and across the land described in Exhibit "A" attached to the aforesaid Second Modification of Drainage and Flowage Easement recorded in Official Records Book 17684, Page 559, Subject to terms, provisions, and conditions set forth in said instrument.





NO. 4185  
STATE OF  
PLAT

*R. J. ...*

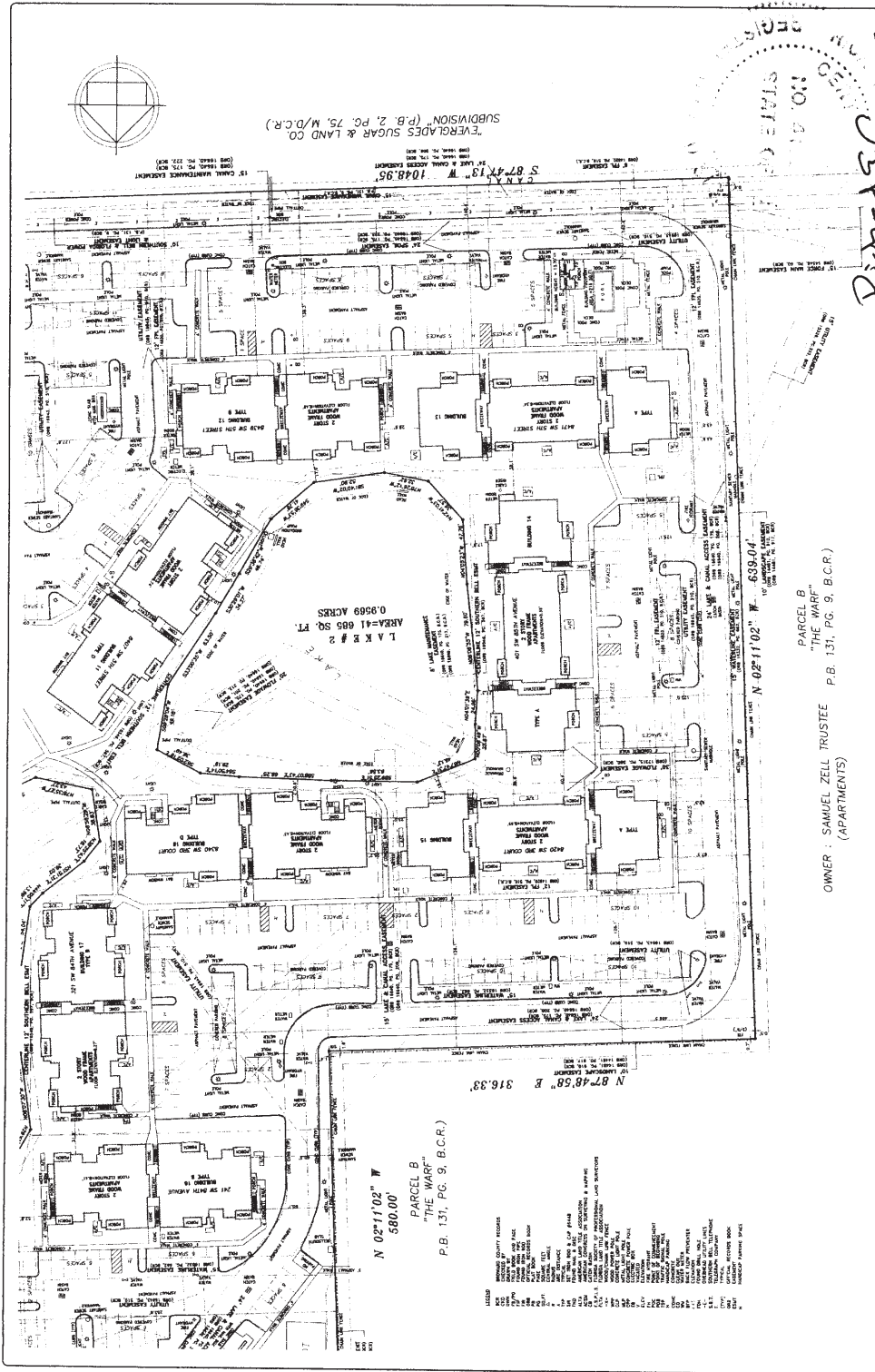
DATE: 12/15/10  
PROJECT NUMBER: 1407-10  
SHEET: 2 OF 5  
SCALE: 1" = 30'

ALTA/ACSM LAND TITLE SURVEY

MARINER CLUB APARTMENTS

CLIENT: BF GROUP, LLC

COUSINS SURVEYORS & ASSOCIATES, INC.  
8501 ORANGE DRIVE  
CERTIFICATE OF AUTHORIZATION: LB # 6448  
PHONE (951) 860-9885 FAX (951) 860-0213



NO. 4  
STATE OF FLORIDA  
PLAT NO. 131  
PROJECT NUMBER 1457-03  
SCALE: 1" = 30'  
SHEETS  
3 OF 5

OWNER: SAMUEL ZELL TRUSTEE (APARTMENTS)  
PARCEL B "THE WARF" P.B. 131, PG. 9, B.C.R.  
N 02°11'02" W - 638.04'  
N 87°48'58" E 316.33'

MARINER CLUB APARTMENTS  
ALTA/ACSM LAND TITLE SURVEY

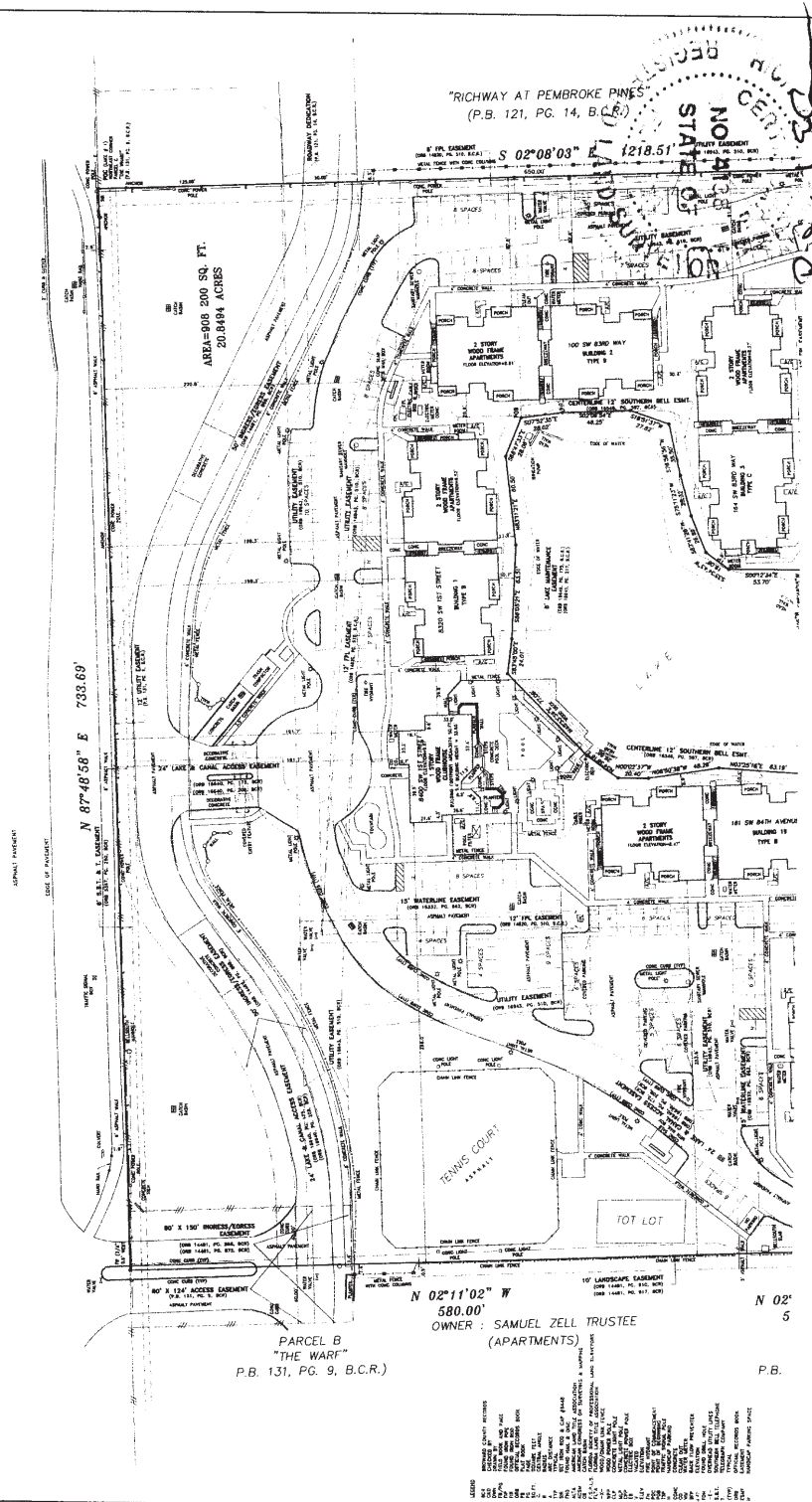
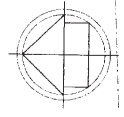
CLIENT:  
BF GROUP, LLC

COUSINS SURVEYORS & ASSOCIATES, INC.  
1601 BRADCO RD. SUITE 114  
DADE COUNTY, FLORIDA 33114  
PHONE: (954) 680-9885 FAX: (954) 680-0713



LEGEND  
 1. EXISTING CONCRETE FLOORING  
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 100. EXISTING CONCRETE FLOORING

ALTA/ACSM LAND TITLE SURVEY  
 PINES BOULEVARD  
 STATE ROAD 820



"RICHWAY AT PEMBROKE PINES"  
 (P.B. 121, PG. 14, B.C.R.)

S 02°08'03" E 1218.51'

N 87°48'56" E 793.69'

N 02°11'02" W  
 580.00'  
 OWNER: SAMUEL ZELL TRUSTEE  
 (APARTMENTS)

PARCEL B  
 "THE WARR"  
 P.B. 131, PG. 9, B.C.R.)

N 02° S

- 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 2. ALL DIMENSIONS ARE TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS ARE TO THE CENTER OF THE ROAD UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS ARE TO THE CENTER OF THE CURVE UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS ARE TO THE CENTER OF THE CHANNEL UNLESS OTHERWISE NOTED.
- 6. ALL DIMENSIONS ARE TO THE CENTER OF THE TOWER UNLESS OTHERWISE NOTED.
- 7. ALL DIMENSIONS ARE TO THE CENTER OF THE PILE UNLESS OTHERWISE NOTED.
- 8. ALL DIMENSIONS ARE TO THE CENTER OF THE PIPE UNLESS OTHERWISE NOTED.
- 9. ALL DIMENSIONS ARE TO THE CENTER OF THE CABLE UNLESS OTHERWISE NOTED.
- 10. ALL DIMENSIONS ARE TO THE CENTER OF THE WIRE UNLESS OTHERWISE NOTED.
- 11. ALL DIMENSIONS ARE TO THE CENTER OF THE ROD UNLESS OTHERWISE NOTED.
- 12. ALL DIMENSIONS ARE TO THE CENTER OF THE CHAIN UNLESS OTHERWISE NOTED.
- 13. ALL DIMENSIONS ARE TO THE CENTER OF THE TAPE UNLESS OTHERWISE NOTED.
- 14. ALL DIMENSIONS ARE TO THE CENTER OF THE DISTANCE UNLESS OTHERWISE NOTED.
- 15. ALL DIMENSIONS ARE TO THE CENTER OF THE MEASUREMENT UNLESS OTHERWISE NOTED.
- 16. ALL DIMENSIONS ARE TO THE CENTER OF THE SURVEY UNLESS OTHERWISE NOTED.
- 17. ALL DIMENSIONS ARE TO THE CENTER OF THE PROJECT UNLESS OTHERWISE NOTED.
- 18. ALL DIMENSIONS ARE TO THE CENTER OF THE DEVELOPMENT UNLESS OTHERWISE NOTED.
- 19. ALL DIMENSIONS ARE TO THE CENTER OF THE CONSTRUCTION UNLESS OTHERWISE NOTED.
- 20. ALL DIMENSIONS ARE TO THE CENTER OF THE FINISHED UNLESS OTHERWISE NOTED.

COUSINS SURVEYORS & ASSOCIATES, INC.  
 6501 ORANGE DRIVE  
 CENTRAL CITY, MISSISSIPPI 39210  
 PHONE (934) 680-9885 FAX (934) 680-0213

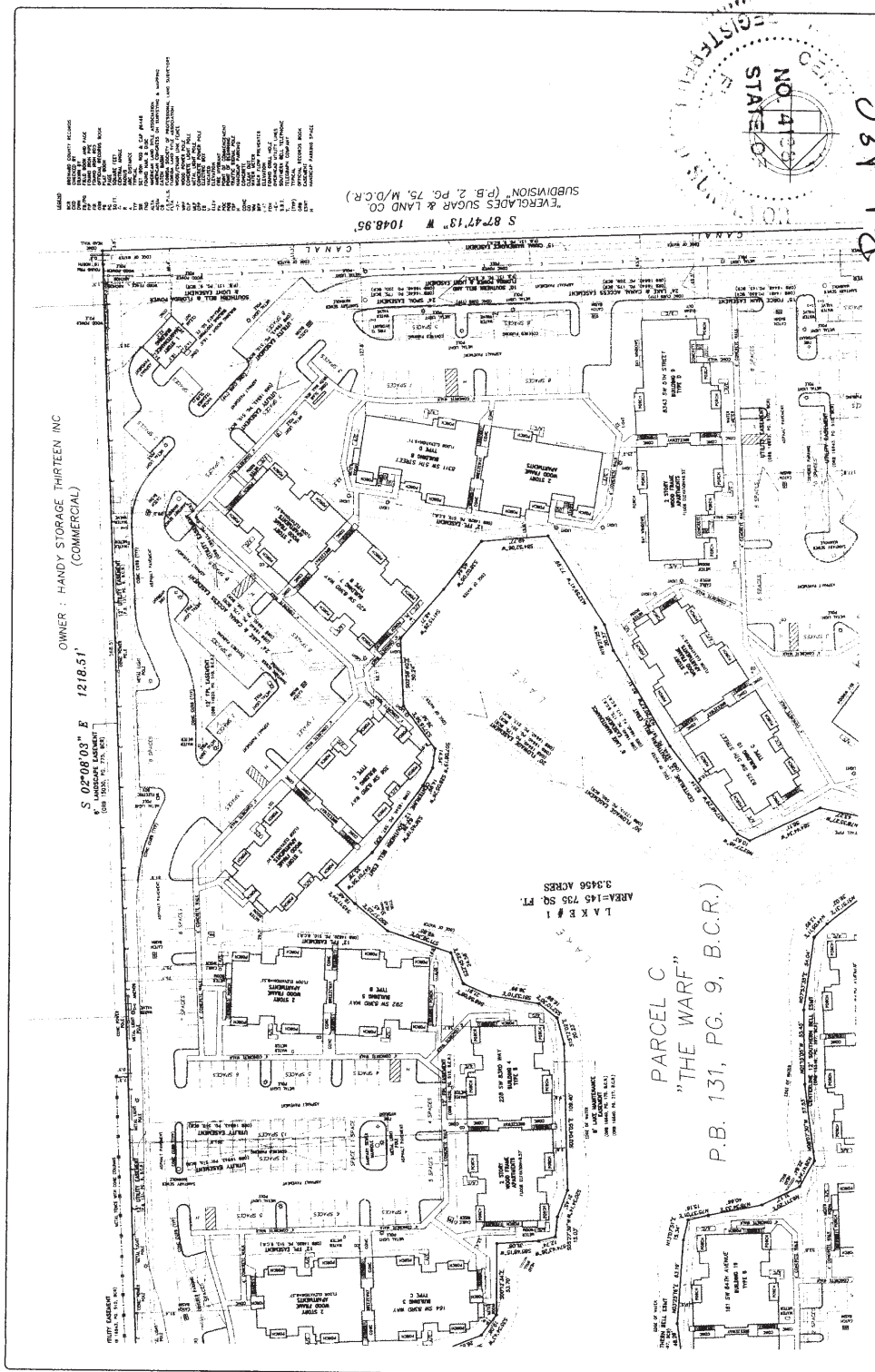
CLIENT:  
 BF GROUP, LLC

MARINER CLUB APARTMENTS

ALTA/ACSM LAND TITLE SURVEY

PROJECT NUMBER: 1457-03  
 SHEET: 4 OF 5  
 SCALE: 1" = 30'



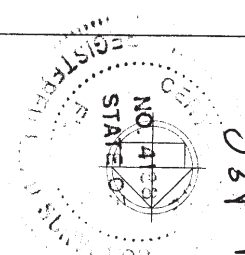


OWNER : HANDY STORAGE THIRTEEN INC  
(COMMERCIAL)

S 02°08'03" E 1218.51'

SUBDIVISION (P.B. 2, PG. 75, M/D.C.R.)  
"EVERGLADES SUGAR & LAND CO."  
S 87°47'13" W 1048.95'

PARCEL C  
"THE WARF"  
P.B. 131, PG. 9, B.C.R.)



PROJECT NUMBER: 84000  
SHEET: 5 OF 5  
SCALE: 1" = 30'

CLIENT :  
BF GROUP, LLC

MARINER CLUB APARTMENTS

ALTA/ACSM LAND TITLE SURVEY

COUSINS SURVEYORS & ASSOCIATES, INC.  
8501 CHANCE DR., SUITE 200, GAITHERSBURG, MD 20878  
PHONE (301) 860-9855 FAX (301) 860-0213



Order No: 52240429LA

Reference No: Mariner 304, LLC

Exhibit "A"

PARCEL I:

Parcel C, of THE WHARF, according to the Plat thereof, as recorded in Plat Book 131, Page 9, of the Public Records of Broward County, Florida, except the following Parcels:

LAKE #1

A portion of Parcel C, of THE WHARF, according to the Plat thereof, as recorded in Plat book 131, Page 9, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Northeast corner of said Parcel C; thence South 02° 08' 03" East along the East line of said Parcel C, 281.49 feet; thence South 87° 51' 57" West, 163.05 feet to a Point of Beginning; thence South 07° 52' 35" East, a distance of 28.02 feet; thence South 02° 06' 54" East, a distance of 46.25 feet; thence South 18° 51' 37" West, a distance of 27.82 feet; thence South 76° 56' 56" West, a distance of 35.50 feet; thence South 75° 11' 23" West, a distance of 28.32 feet; thence South 67° 41' 26" West, a distance of 26.89 feet; thence South 35° 34' 43" West, a distance of 19.08 feet; thence South 00° 12' 34" East, a distance of 53.70 feet; thence South 85° 48' 15" West, a distance of 31.08 feet; thence South 74° 43' 26" West, a distance of 12.74 feet; thence South 05° 27' 39" West, a distance of 15.03 feet; thence South 20° 34' 14" West, a distance of 21.45 feet; thence South 02° 04' 05" East, a distance of 109.40 feet; thence South 15° 12' 02" East, a distance of 20.23 feet; thence South 52° 10' 30" East, a distance of 16.99 feet; thence South 81° 33' 10" East, a distance of 36.99 feet; thence South 66° 56' 08" East, a distance of 21.91 feet; thence South 22° 45' 29" East, a distance of 24.58 feet; thence South 71° 36' 30" East, a distance of 49.85 feet; thence South 50° 37' 25" East, a distance of 31.45 feet; thence South 45° 11' 04" East, a distance of 19.48 feet; thence South 47° 01' 56" West, a distance of 35.78 feet; thence South 36° 45' 18" West, a distance of 62.39 feet; thence South 28° 05' 26" West, a distance of 14.99 feet; thence South 07° 08' 19" West, a distance of 14.54 feet; thence South 37° 15' 56" East, a distance of 39.56 feet; thence South 02° 58' 40" East, a distance of 50.24 feet; thence South 41° 15' 26" West, a distance of 48.71 feet; thence South 38° 02' 05" West, a distance of 45.44 feet; thence South 84° 52' 06" West, a distance of 49.77 feet; thence North 32° 59' 41" West, a distance of 77.99 feet; thence North 19° 21' 25" West, a distance of 20.37 feet; thence North 31° 20' 57" West, a distance of 82.31 feet; thence North 37° 46' 29" West, a distance of 82.14 feet; thence North 62° 27' 46" West, a distance of 10.63 feet; thence South 64° 44' 34" West, a distance of 58.11 feet; thence North 78° 35' 27" West, a distance of 43.27 feet; thence North 08° 56' 29" West, a distance of 38.83 feet; thence North 38° 25' 43" East, a distance of 18.73 feet; thence North 51° 51' 31" East, a distance of 39.02 feet; thence North 44° 05' 11" East, a distance of 13.99 feet; thence North 07° 53' 35" East, a distance of 54.04 feet; thence North 01° 15' 05" West, a distance of 55.45 feet; thence North 08° 07' 30" West, a distance of 57.53 feet; thence North 29° 41' 44" East, a distance of 22.84 feet; thence North 63° 11' 20" East, a distance of 31.17 feet; thence North 78° 34' 33" East, a distance of 40.66 feet; thence North 75° 37' 01" East, a distance of 15.16 feet; thence North 13° 07' 51" East, a distance of 15.34 feet; thence North 03° 25' 16" East, a distance of 63.19 feet; thence North 08° 50' 38" West, a distance of 48.26 feet; thence North 00° 02' 37" West, a distance of 20.40 feet; thence North 34° 38' 16" East, a distance of 26.58 feet; thence North 45° 33' 34" East, a distance of 77.09 feet; thence South 83° 45' 00" East, a distance of 24.01 feet; thence South 88° 05' 21" East, a distance of 63.51 feet; thence North 83° 11' 21" East, a distance of 60.50 feet; thence South 68° 47' 33" East, a distance of 28.06 feet to the Point of Beginning.

Said lands lying in the City of Pembroke Pines, Broward County, Florida.

ALSO LESS therefrom the following described parcel:

Lake #2

A portion of Parcel C, of THE WHARF, according to the Plat thereof, as recorded in Plat Book 131, Page 9, of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Parcel C; thence North 87° 47' 13" East, along the South line of said Parcel C, 261.98 feet; thence North 02° 12' 47" West, 211.21 feet to the Point of Beginning; THENCE North 79° 26' 12" West, a distance of 32.62 feet; thence North 42° 41' 03" West, a distance of 38.57 feet; thence North 04° 05' 23" West, a distance of 47.76 feet; thence North 06° 06' 55" West, a distance of 79.60 feet; thence North 04° 01' 39" East, a distance of 24.99 feet; thence North 00° 06' 49" West, a distance of 25.87 feet; thence North 67° 47' 31" East, a distance of 46.13 feet; thence South 89° 25' 51" East, a distance of 63.56 feet; thence

South 88° 07' 43" East, a distance of 68.25 feet; thence South 84° 50' 14" East, a distance of 29.19 feet; thence South 62° 02' 16" East, a distance of 36.49 feet; thence South 09° 28' 04" West, a distance of 49.18 feet; thence South 33° 00' 35" West, a distance of 63.50 feet; thence South 30° 29' 01" West, a distance of 34.37 feet; thence South 29° 36' 42" West, a distance of 46.74 feet; thence South 49° 36' 53" West, a distance of 41.78 feet; thence South 81° 40' 02" West, a distance of 52.90 feet to the Point of Beginning.

Said lands lying in the City of Pembroke Pines, Broward County, Florida.

PARCEL II:

Easement for the benefit of Parcel I as described in that certain Ingress/Egress Easement between Lauderdale Income Properties, Ltd., a Florida limited partnership and Pembroke-Oxford Limited Partnership, a Maryland limited partnership dated May 27, 1987, and filed May 29, 1987, in Official Records Book 14481, Page 875, over, under and across the land described as follows:

That portion of the following description located on Parcel B, of THE WHARF, according to the Plat thereof, as recorded in Plat Book 131, Page 9, of the Public Records of Broward County, Florida.

A portion of Tract 40 of the AMENDED PLAT 1ST SECTION HOLLYWOOD SUMMIT, according to the Plat thereof, as recorded in Plat Book 21, Page 37, of the Public Records of Broward County, Florida, TOGETHER WITH a portion of Tract 39, of EVERGLADES SUGAR AND LAND CO. SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 75, of the Public Records of Miami-Dade County, Florida lying in the South Half of Section 16, Township 51 South, Range 41 East, being more particularly described as follows:

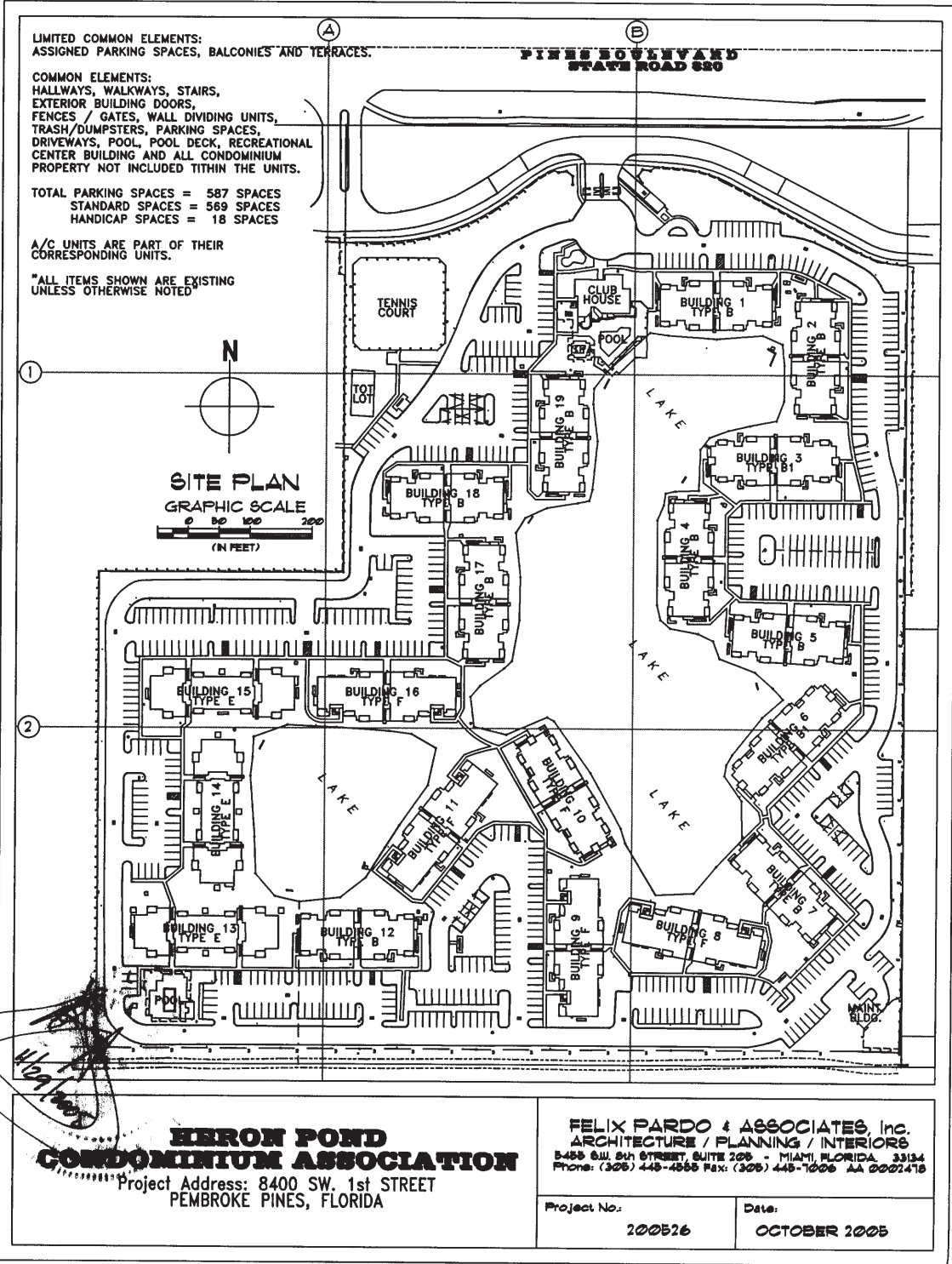
Commencing at the Northeast corner of the Southeast Quarter of said Section 16; thence South 02° 06' 02" East along the East line of said Section 16, a distance of 100.00 feet (bearing based on Keith and Schnars Resurvey as recorded in Miscellaneous Plat Book 6, Page 19, of the Public Records of Broward County, Florida); thence South 87° 48' 58" West along a line 100.00 feet South of (as measured at right angles to) and parallel with the North line of the South Half of the aforesaid Section 6, said line also being the Southerly line of a 200.00 foot road right-of-way known as Pines Boulevard, as recorded in Official Records Book 2955, Page 376, of the Public Records of Broward County, Florida, a distance of 2,273.47 feet to the Point of Beginning; thence continue South 87° 48' 58" West, a distance of 80.00 feet; thence South 02° 11' 02" East, a distance of 150.00 feet; thence North 87° 48' 58" East, a distance of 80.00 feet; thence North 02° 11' 02" West, a distance of 150.00 feet to the Point of Beginning.

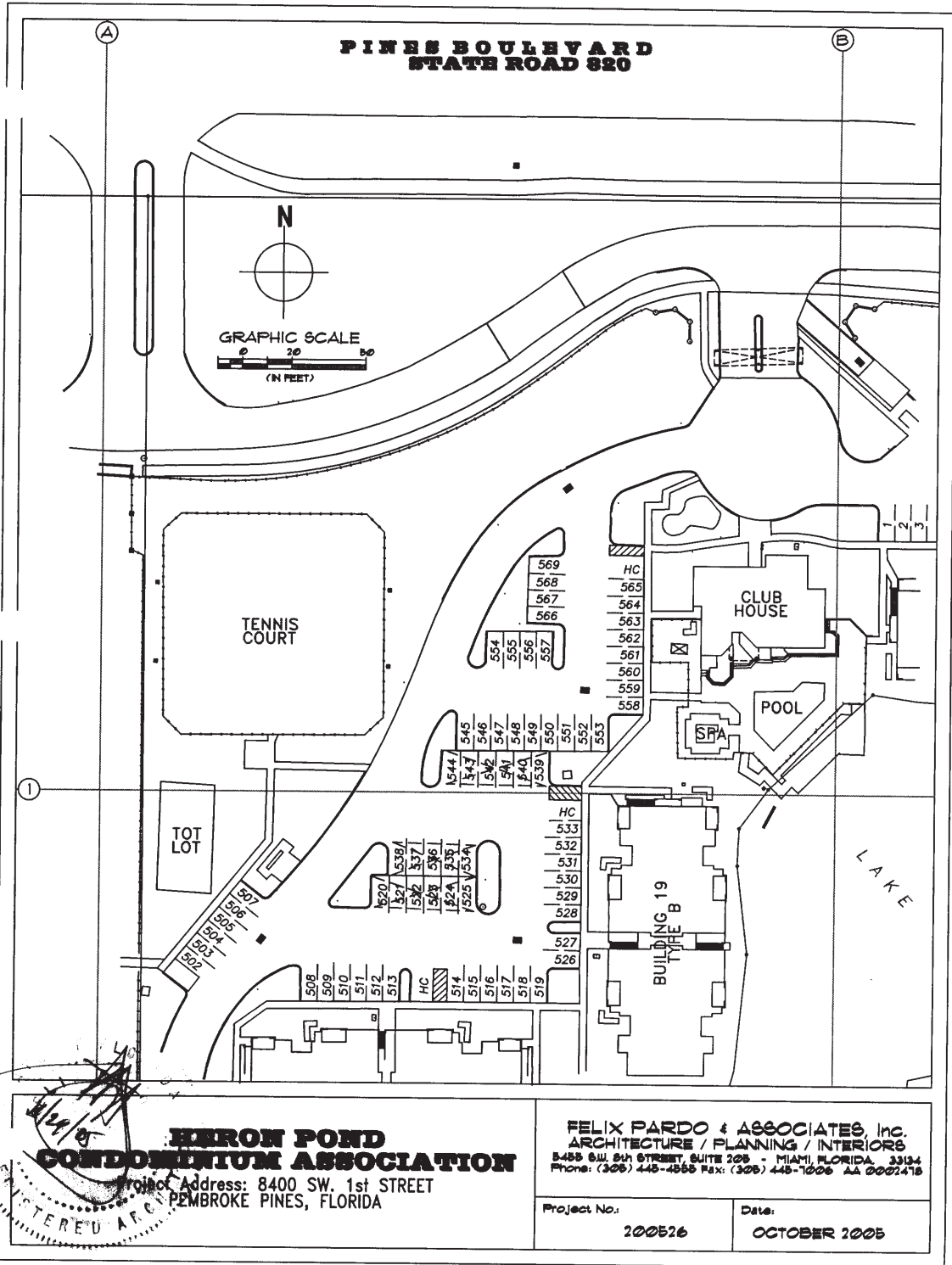
Subject to the terms, provision, conditions and the concurrent right of others to use of said easement as set forth in said instrument.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida.

PARCEL III:

Easement for the benefit of Parcel I as described in Drainage and Flowage Easement between Lauderdale Income Properties, Ltd., a Florida limited partnership, grantor and Pembroke-Oxford Limited Partnership, a Maryland limited partnership, grantee dated May 27, 1987, and filed May 29, 1987, in Official Records Book 14481, Page 888, as modified by Modification of Drainage and Flowage Easement dated October 21, 1987, and filed October 26, 1987, in Official Records Book 14904, Page 10, and as further modified by Second Modification of Drainage and Flowage Easement dated June 15, 1990, and filed August 17, 1990, in Official Records Book 17684, Page 559, for the purpose described in said Easement and Modifications thereto, over, under, and across the land described in Exhibit "A" attached to the aforesaid Second Modification of Drainage and Flowage Easement recorded in Official Records Book 17684, Page 559, Subject to terms, provisions, and conditions set forth in said instrument.





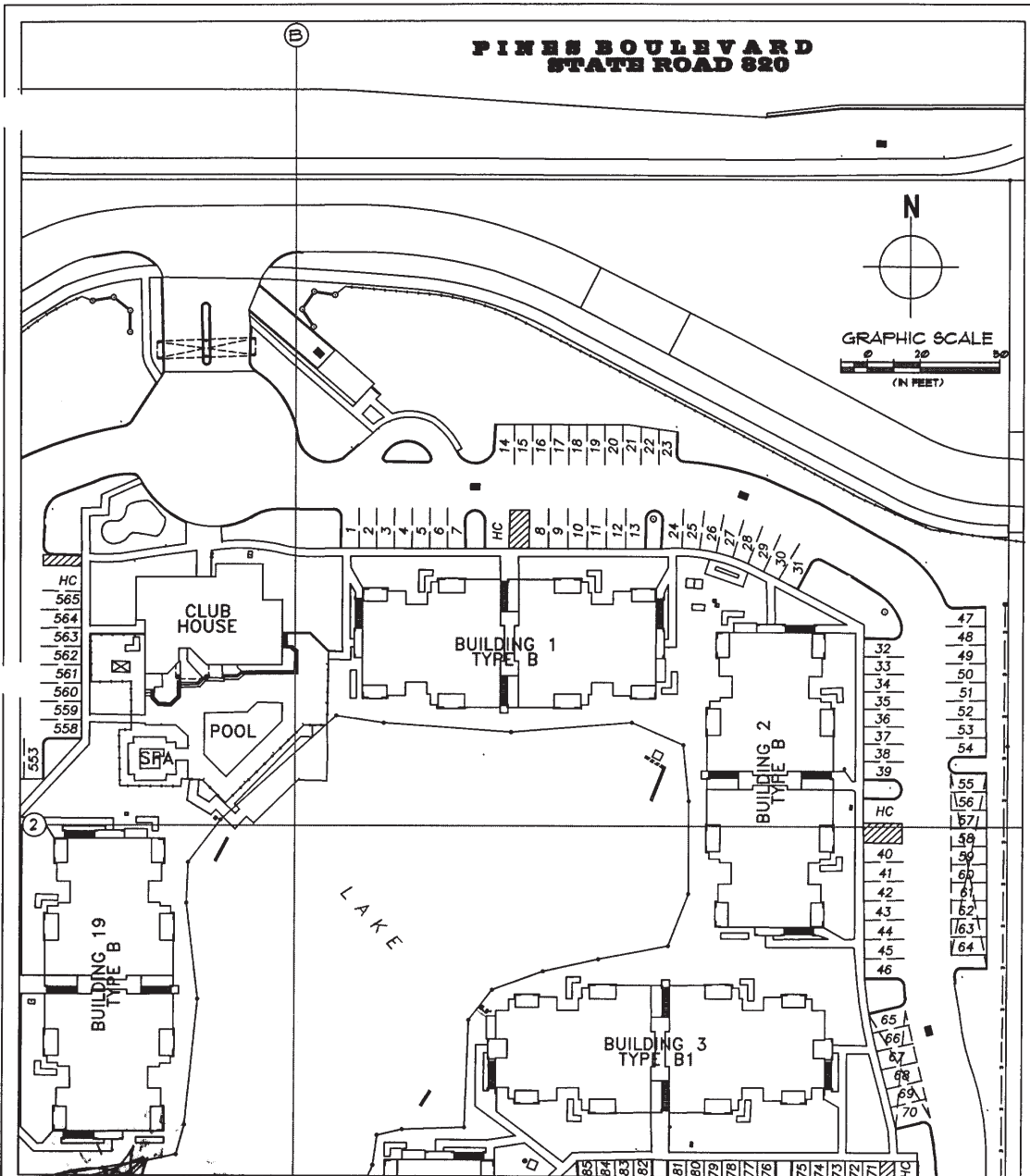
**HERON POND  
CONDOMINIUM ASSOCIATION**

Project Address: 8400 SW. 1st STREET  
PEMBROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
5455 S.W. 8th STREET, SUITE 206 - MIAMI, FLORIDA 33134  
Phone: (305) 448-4855 Fax: (305) 448-1006 AA 0002418

Project No:  
**200526**

Date:  
**OCTOBER 2005**

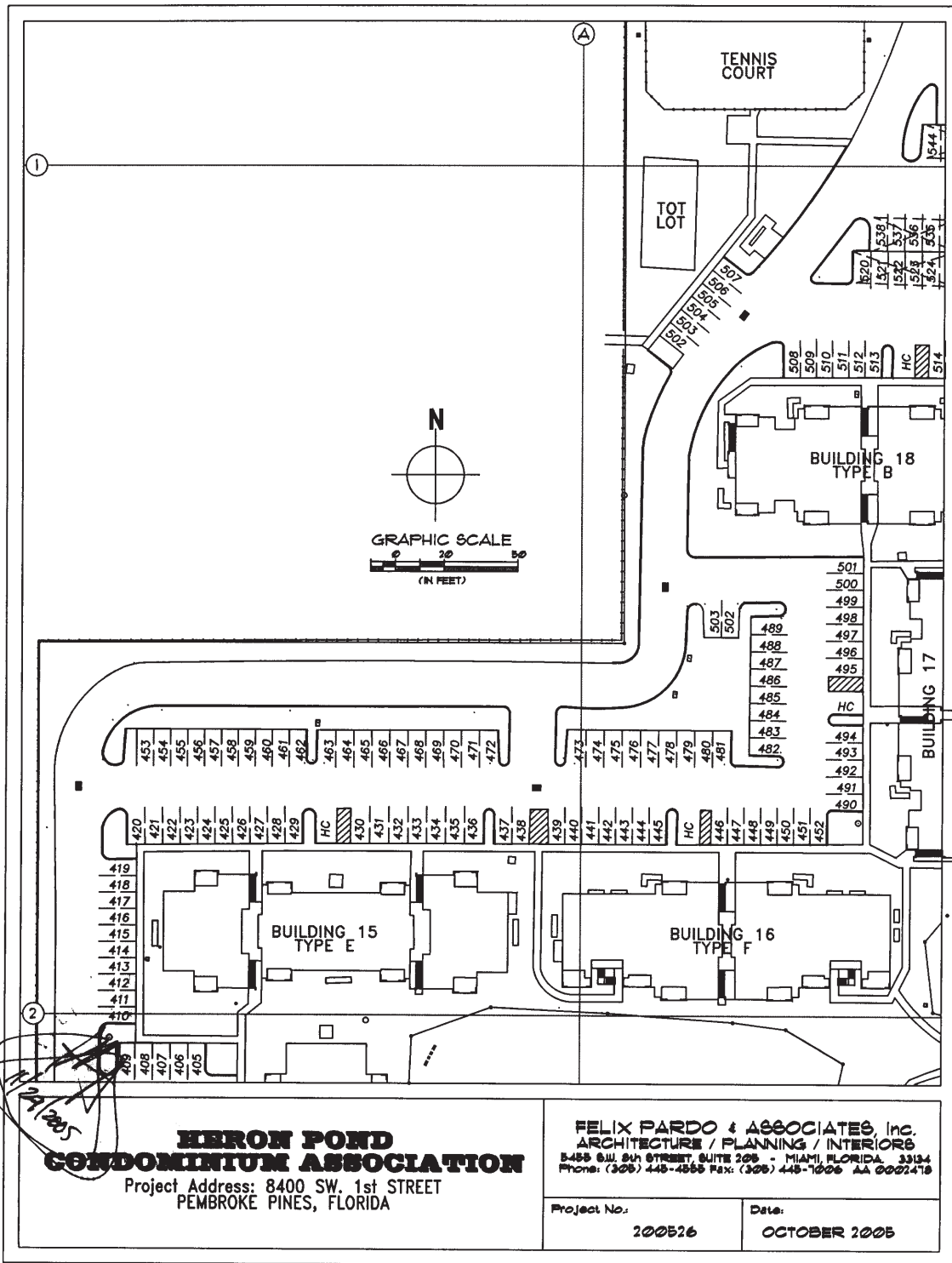


**HERON POND  
CONDOMINIUM ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 208 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1000 AA 0002478

Project No:  
 200526

Date:  
 OCTOBER 2005



**HERON POND  
CONDOMINIUM ASSOCIATION**

Project Address: 8400 SW. 1st STREET  
PEMBROKE PINES, FLORIDA

FELIX PARDO & ASSOCIATES Inc.  
ARCHITECTURE / PLANNING / INTERIORS  
5455 SW 1st STREET, SUITE 200 - MIAMI, FLORIDA 33134  
Phone: (305) 448-4555 Fax: (305) 448-1006 AA 0002478

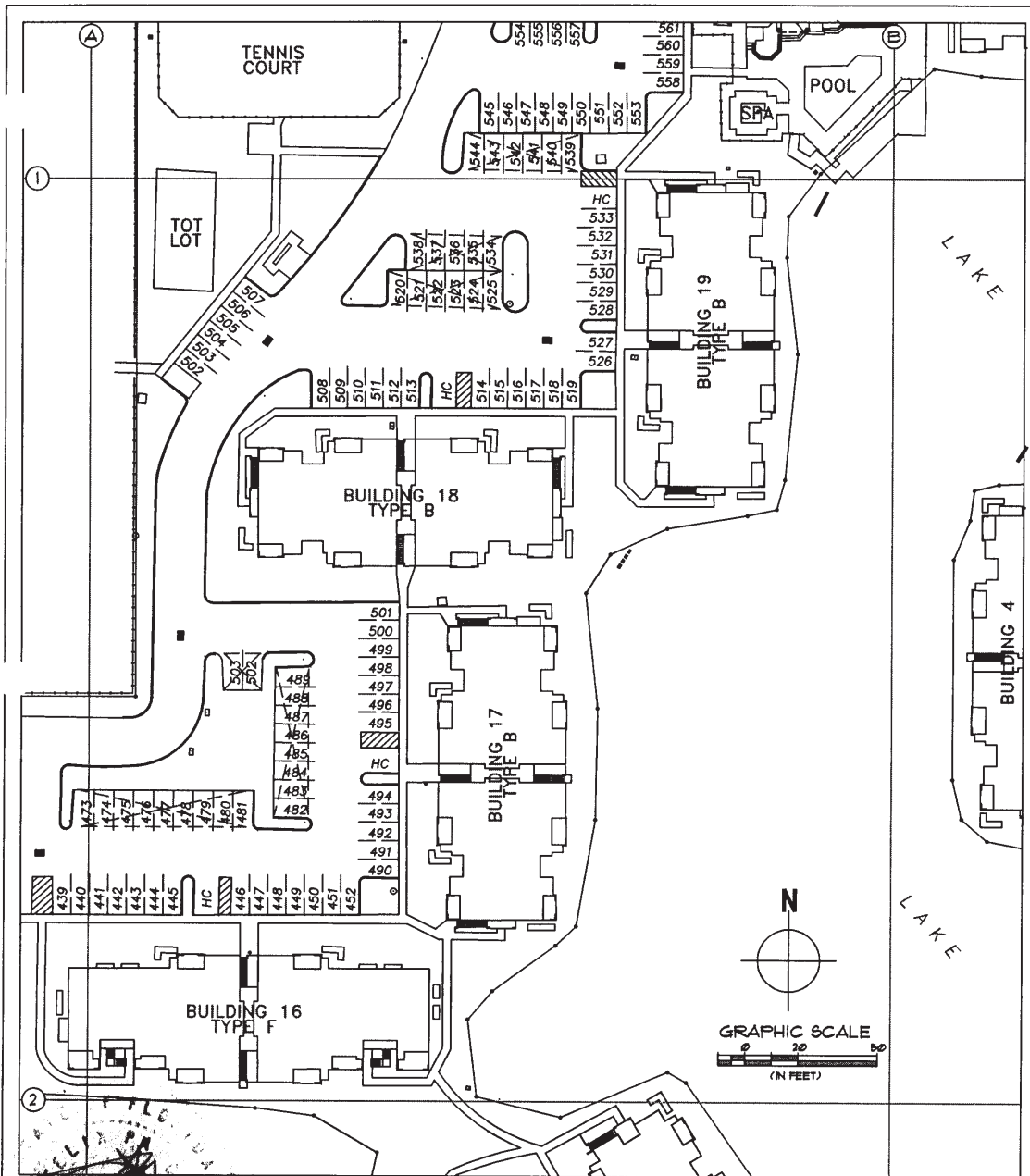
Project No.

200526

Date:

OCTOBER 2005



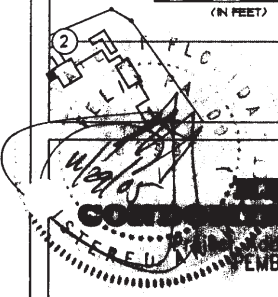
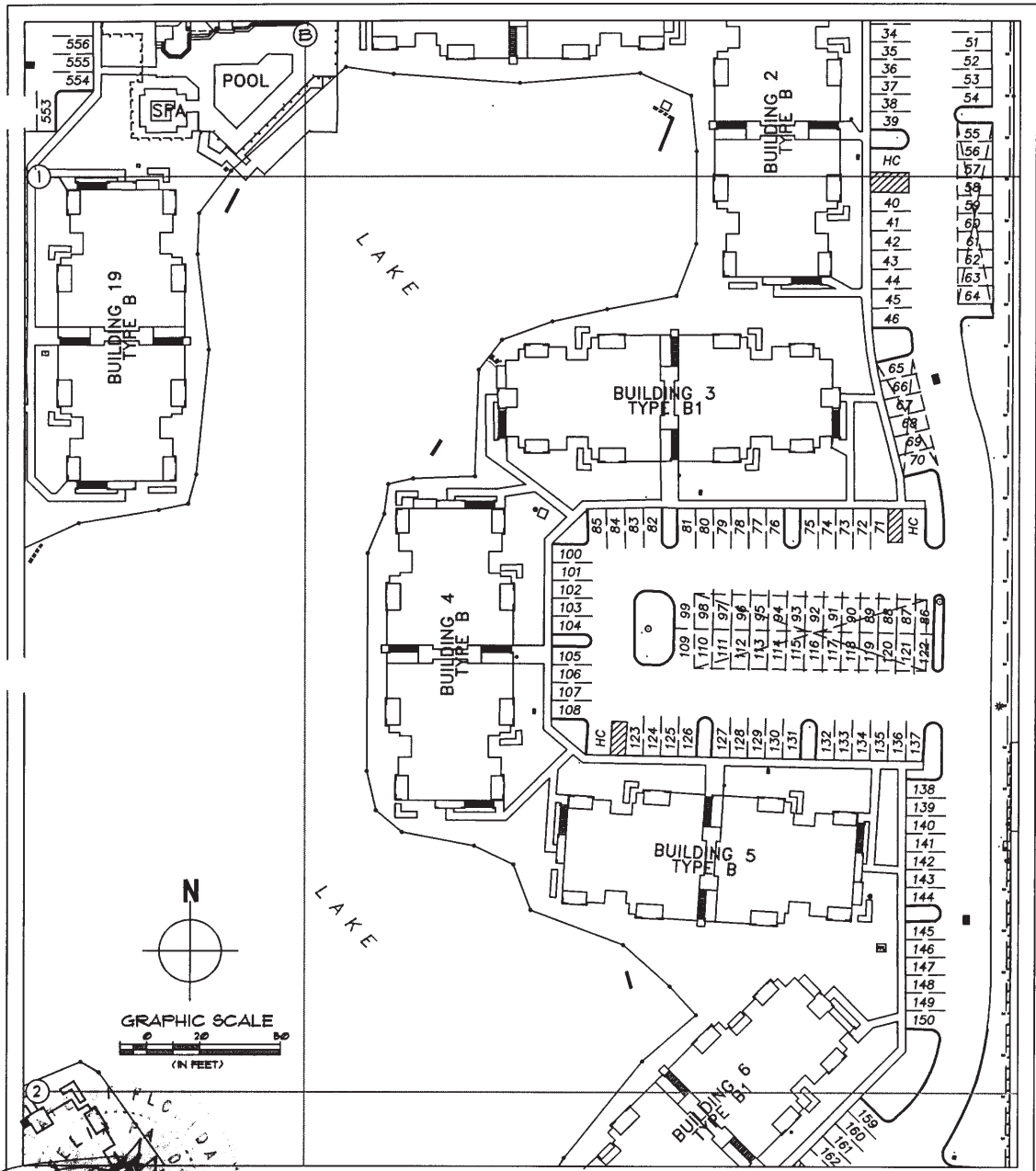


**HERON POND CONDOMINIUM ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA, 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1000 AA 0002478

Project No:  
 200526

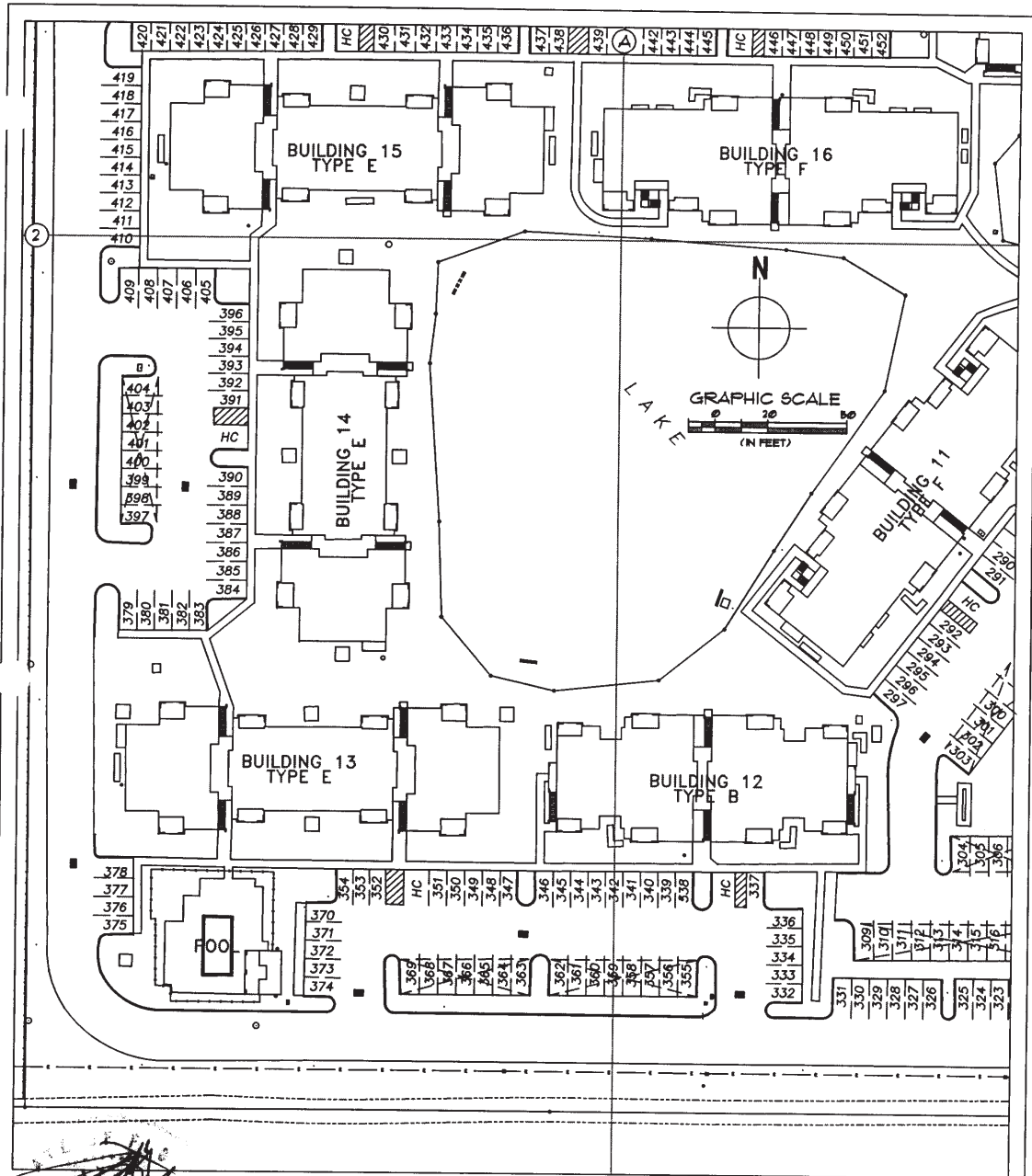
Date:  
 OCTOBER 2005



**HERON POND  
CONDOMINIUM ASSOCIATION**  
Address: 8400 SW. 1st STREET  
PEMBROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
8485 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA, 33134  
Phone: (305) 445-4555 Fax: (305) 445-7000 AA 0007478

Project No: <b>200526</b>	Date: <b>OCTOBER 2005</b>
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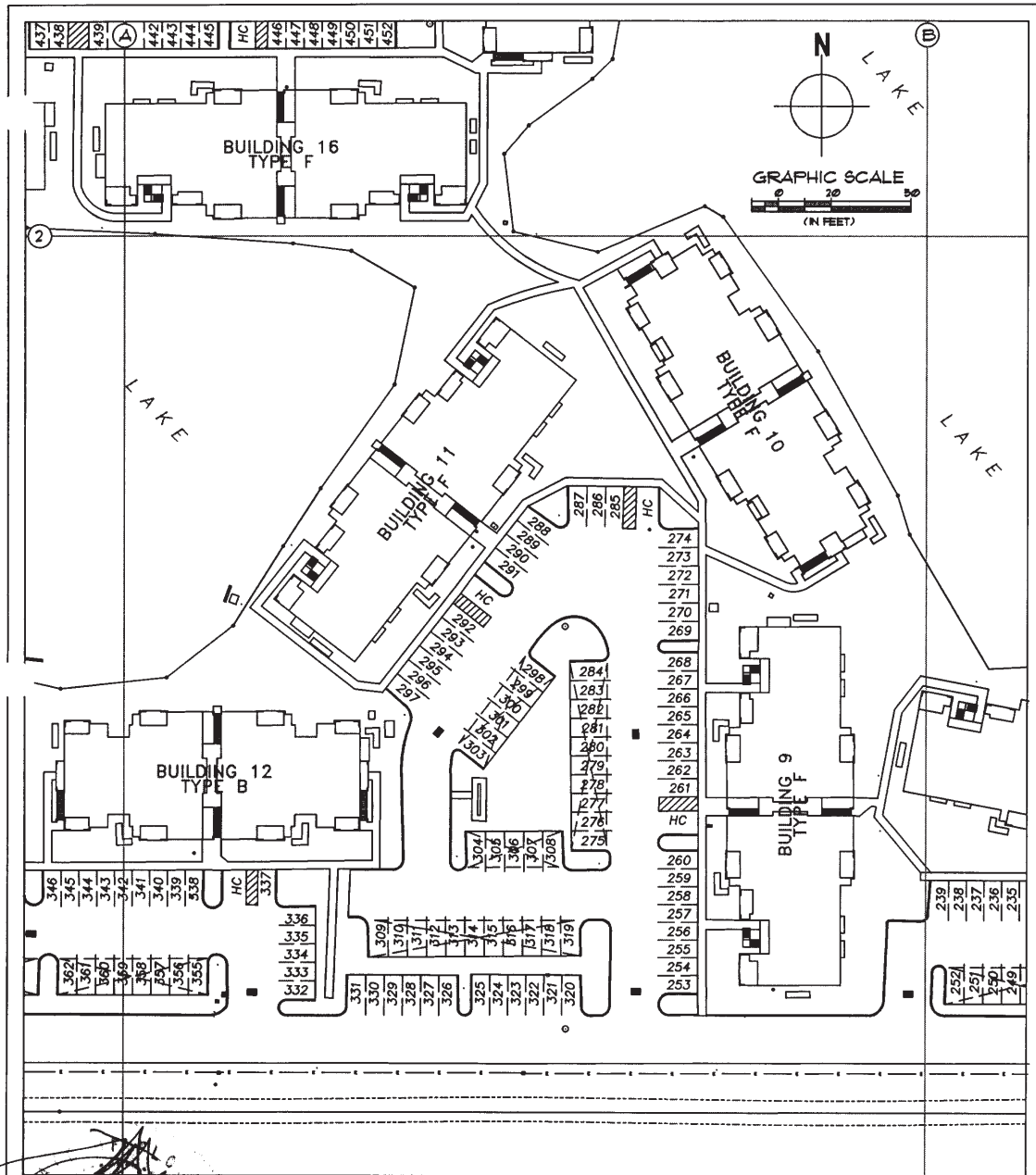


**HERON POND  
CONDOMINIUM ASSOCIATION**  
 Project Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 448-4565 Fax: (305) 448-1006 AA 0007478

Project No:  
 200526

Date:  
 OCTOBER 2005

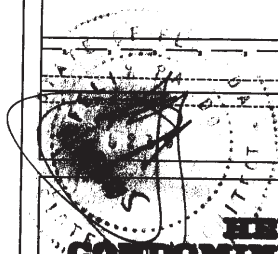
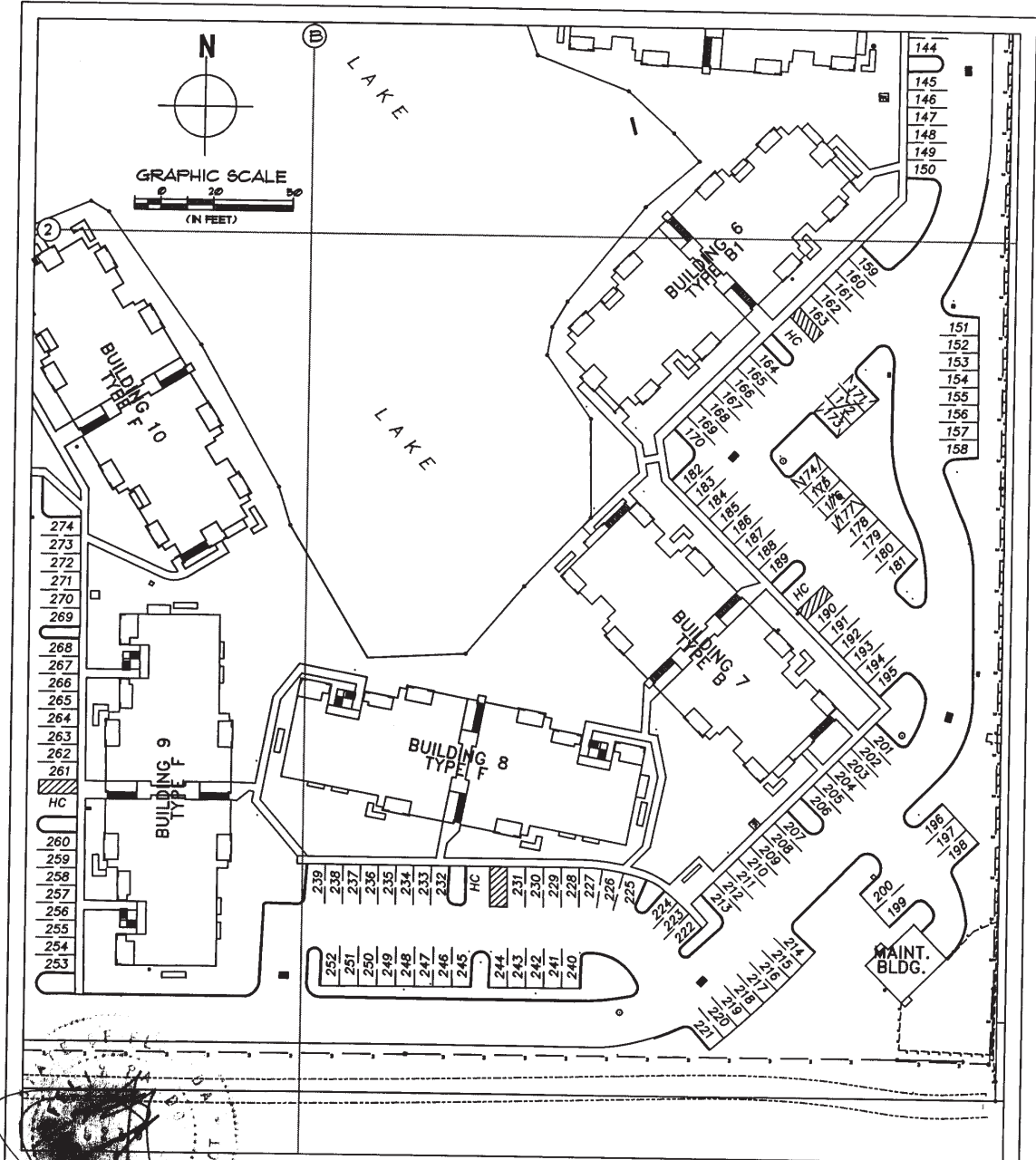


**HERON POND CONDOMINIUM ASSOCIATION**  
 Registered Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

4/29/05  
 REGISTERED ARCHITECT

**FELIX PARDO & ASSOCIATES, INC.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 SW. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-7006 AA 000247B

Project No: **200526** Date: **OCTOBER 2005**



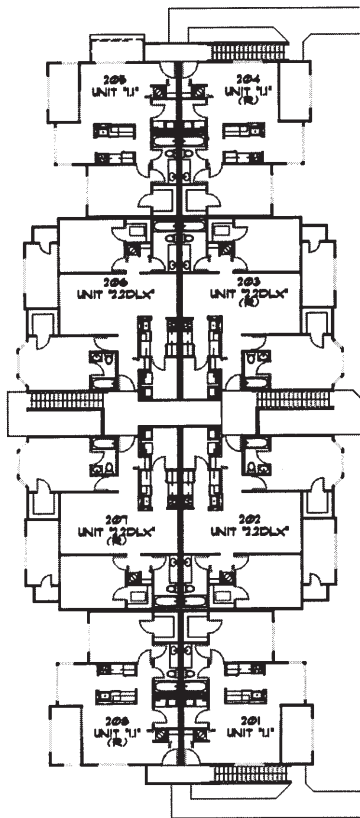
**HERON POND  
CONDOMINIUM ASSOCIATION**

Project Address: 8400 SW. 1st STREET  
PEMBROKE PINES, FLORIDA

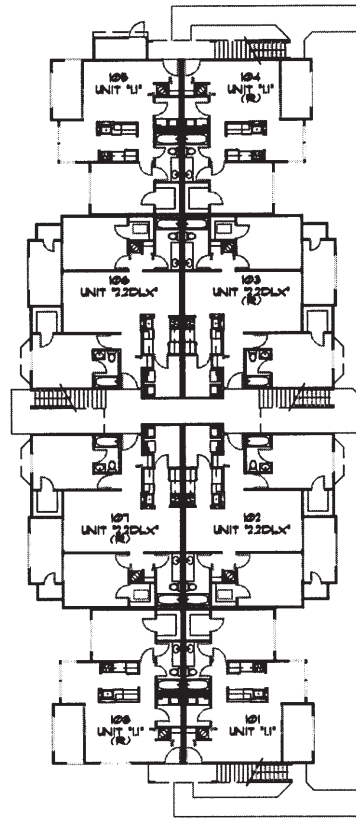
**FELIX FARDO & ASSOCIATES, Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
5455 SW. 5th STREET, SUITE 208 - MIAMI, FLORIDA 33134  
Phone: (305) 448-4555 Fax: (305) 448-1006 AA 0002478

Project No:  
**200526**

Date:  
**OCTOBER 2005**



SECOND FLOOR



GROUND FLOOR

BUILDING "I" TYPE B  
8320 SW. 1 STREET  
1"=30'

GROUND FLOOR AREA	8,141 SQ.FT.
SECOND FLOOR AREA	8,141 SQ.FT.
TOTAL FLOOR AREA	16,282 SQ.FT.

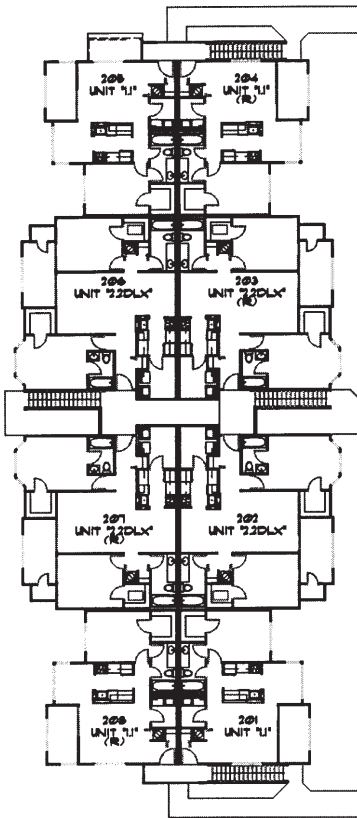


11/29/05

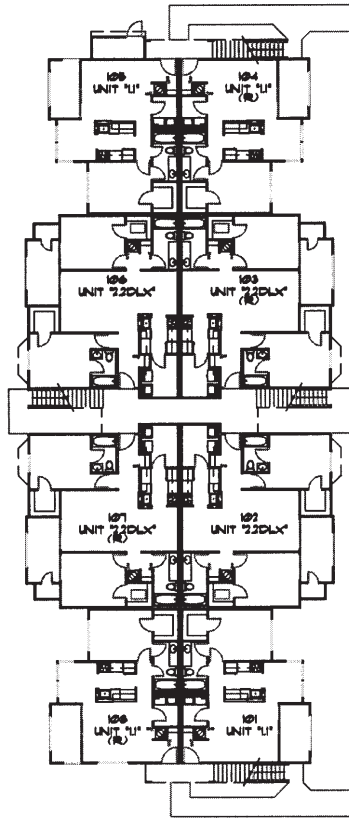
**IRON POND CONDOMINIUM ASSOCIATION**  
Address: 8400 SW. 1st STREET  
BROOKHOLM, FLORIDA 33063

**FELIX PARDO & ASSOCIATES, Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
5455 SW. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 445-4555 Fax: (305) 445-7006 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	8,141 SQ.FT.
SECOND FLOOR AREA	8,141 SQ.FT.
TOTAL GROUND AREA	16,282 SQ.FT.

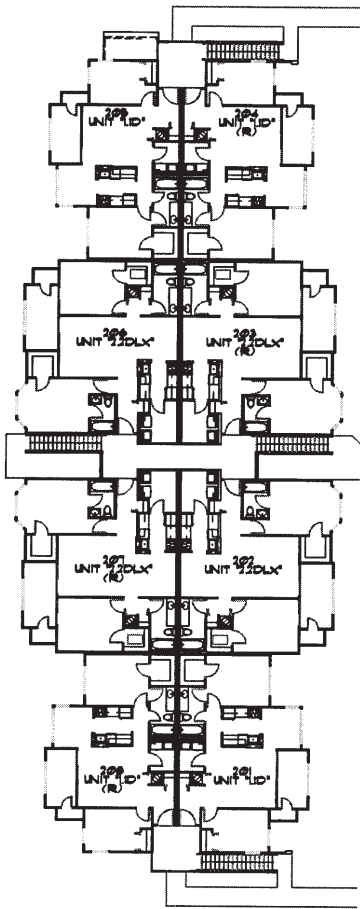


BUILDING "2" TYPE B  
100 SW. 83 WAY  
1"=30'

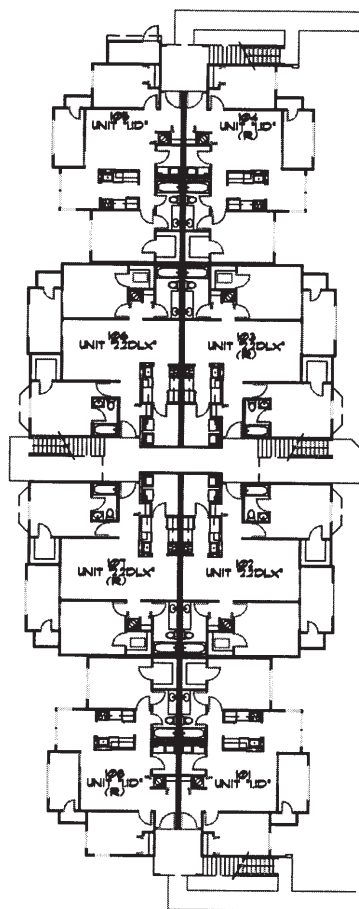
4/29/05  
**IRON POND CONDOMINIUM ASSOCIATION**  
Address: 8400 SW. 1st STREET  
BROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
5455 S.W. 24th STREET SUITE 205 - MIAMI, FLORIDA, 33134  
Phone: (305) 445-4555 Fax: (305) 445-7006 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	8,870 SQ.FT.
SECOND FLOOR AREA	8,870 SQ.FT.
TOTAL GROSS AREA	17,740 SQ.FT.



BUILDING "3" TYPE B1  
164 SW. 83 WAY  
1"=30'

11/29/05

**HERON POND  
CONDOMINIUM ASSOCIATION**

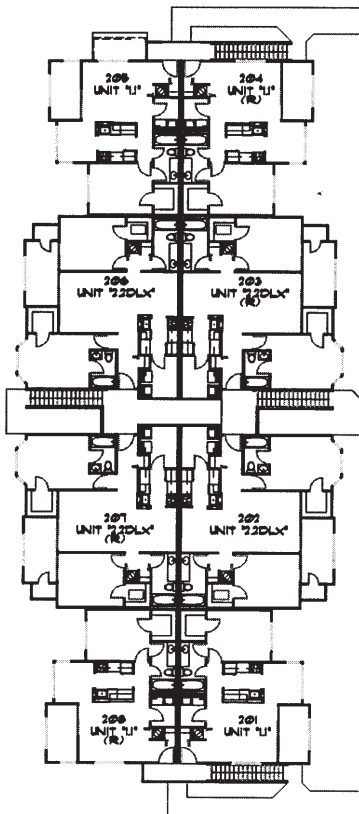
Project Address: 8400 SW. 1st STREET  
BROOKWOOD PINES, FLORIDA

STEREO ARCHITECTURE

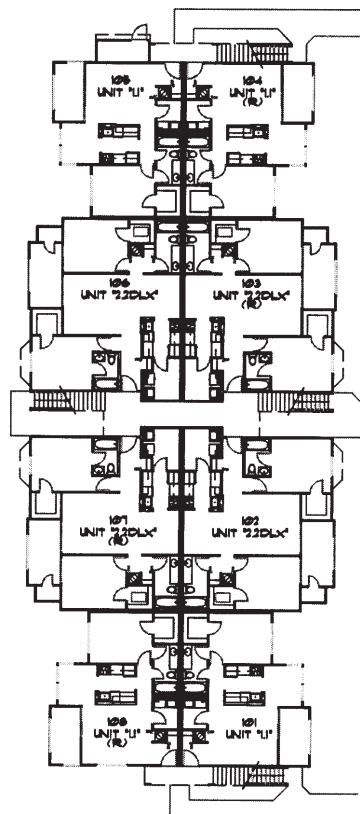
**FELIX PARDO & ASSOCIATES, Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
8455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA, 33134  
Phone: (305) 445-4565 Fax: (305) 445-1006 AA 0002478

Project No. 200526	Date. OCTOBER 2005
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SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	8,141 SQ.FT.
SECOND FLOOR AREA	8,141 SQ.FT.
TOTAL GROUND AREA	16,282 SQ.FT.



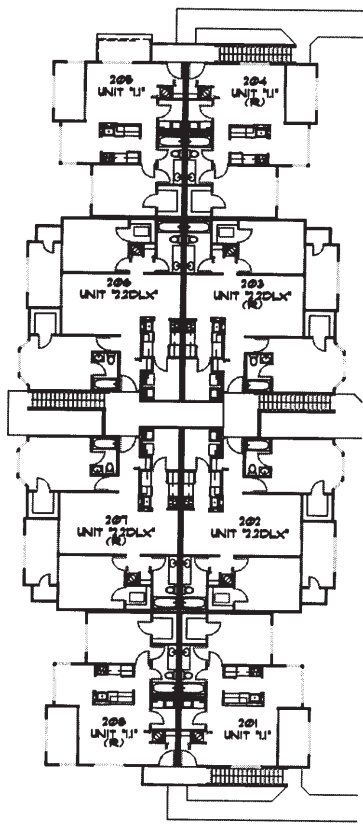
BUILDING "4" TYPE B  
228 SW. 83 WAY  
1"=30'

**IRON POND CONDOMINIUM ASSOCIATION**  
 Project Address: 8400 SW. 1st STREET  
 BROKE PINES, FLORIDA

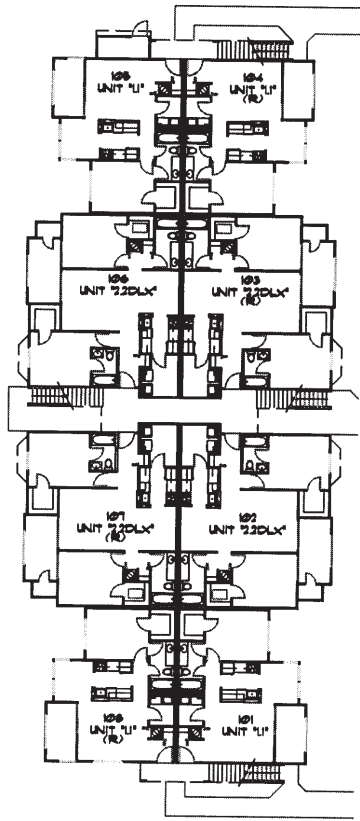
REGISTERED ARCHITECT

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 SW. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1006 AA 0002475

Project No: 200526	Date: OCTOBER 2005
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SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	8,141 SQ.FT.
SECOND FLOOR AREA	8,141 SQ.FT.
TOTAL AREA	16,282 SQ.FT.



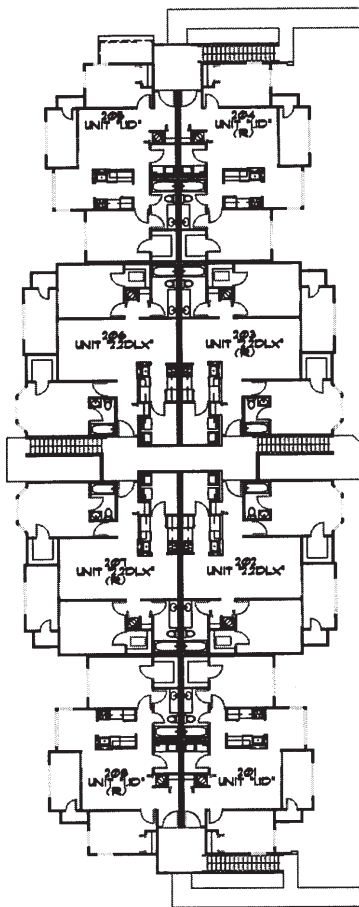
BUILDING "5" TYPE B  
292 SW. 83 WAY  
1"=30'

**HERON POND CONDOMINIUM ASSOCIATION**  
 Project Address: 8400 SW. 1st STREET  
 BROKE PINES, FLORIDA

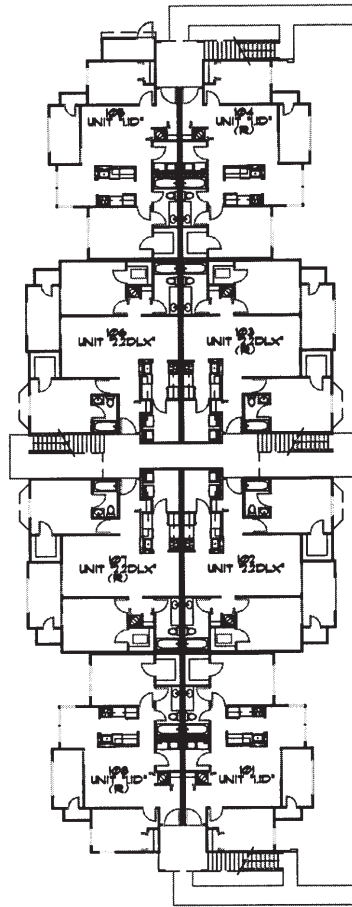
**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 448-4555 Fax: (305) 448-1006 AA 0002478

Project No:  
200526

Date:  
OCTOBER 2005



SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	8,970 SQ.FT.
SECOND FLOOR AREA	8,970 SQ.FT.
TOTAL GROSS AREA	17,740 SQ.FT.



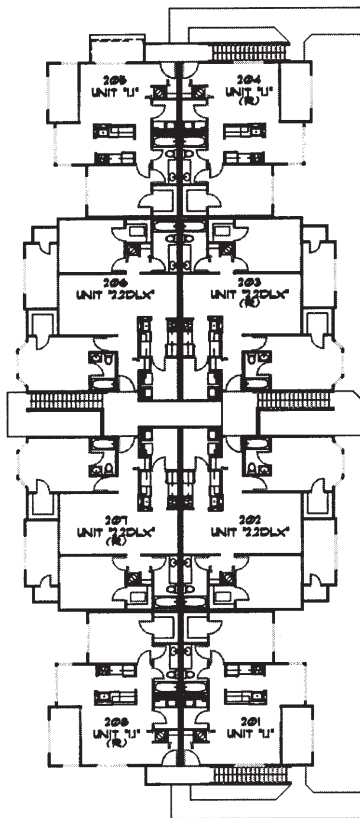
BUILDING "6" TYPE B1  
356 SW. 83 WAY  
1"=30'

**HERON POND**  
**HOMEOWNERS ASSOCIATION**  
Project Address: 8400 SW. 1st STREET  
BROKE PINES, FLORIDA

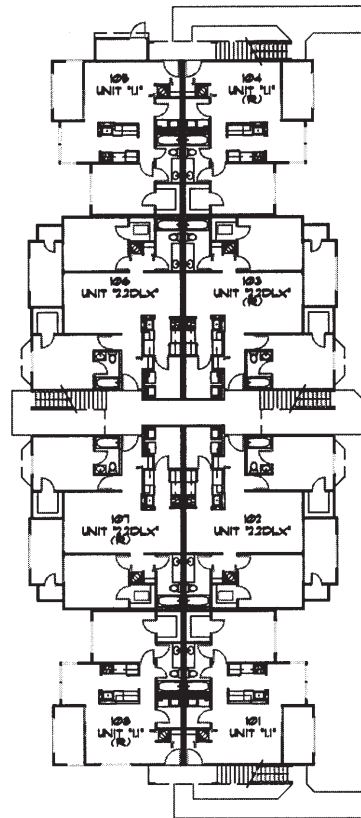
FELIX PARDO & ASSOCIATES, Inc.  
ARCHITECTURE / PLANNING / INTERIORS  
5455 S.W. 8th STREET SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 448-4555 Fax: (305) 448-7006 AA 0002478

Project No:  
200526

Date:  
OCTOBER 2005



SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	8,141 SQ.FT.
SECOND FLOOR AREA	8,141 SQ.FT.
TOTAL GROSS AREA	16,282 SQ.FT.



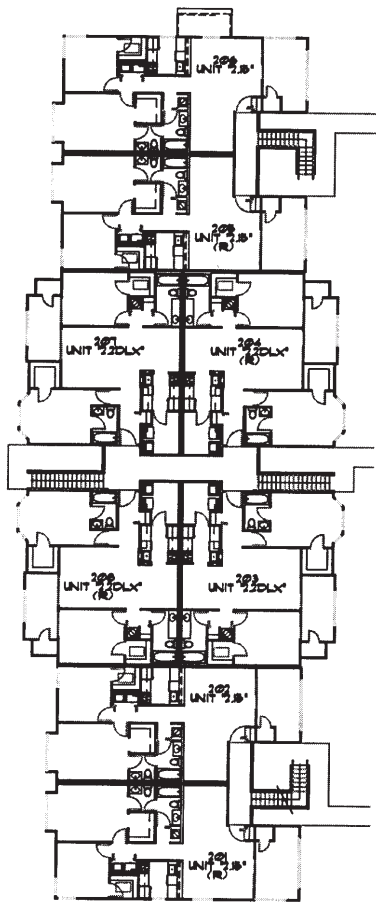
BUILDING "7" TYPE B  
420 SW. 83 WAY  
1"=30'

**HERON POND CONDOMINIUM ASSOCIATION**  
 Project Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

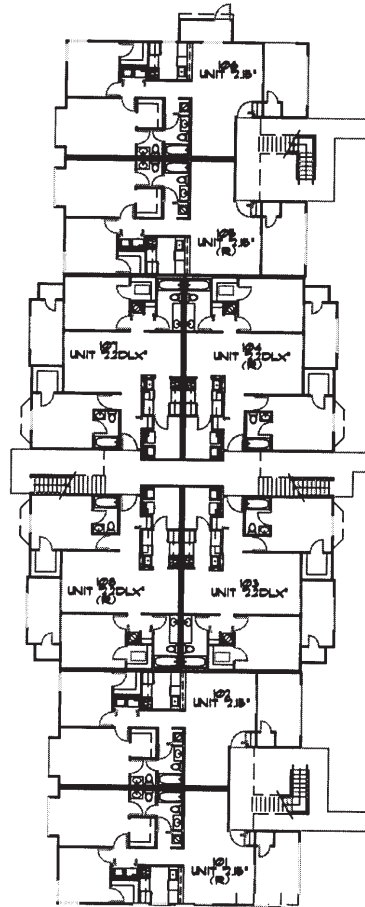
REGISTERED ARCHITECT

FELIX PARDO & ASSOCIATES, Inc.  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 SW. 8th STREET, SUITE 205 - MIAMI, FLORIDA, 33134  
 Phone: (305) 445-4555 Fax: (305) 445-7000 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	9546 SQ.FT.
SECOND FLOOR AREA	9546 SQ.FT.
TOTAL AREA	19,092 SQ.FT.



BUILDING "B" TYPE F  
8311 SW. 5 STREET  
1"=30'

4/29/05

**HERON POND CONDOMINIUM ASSOCIATION**

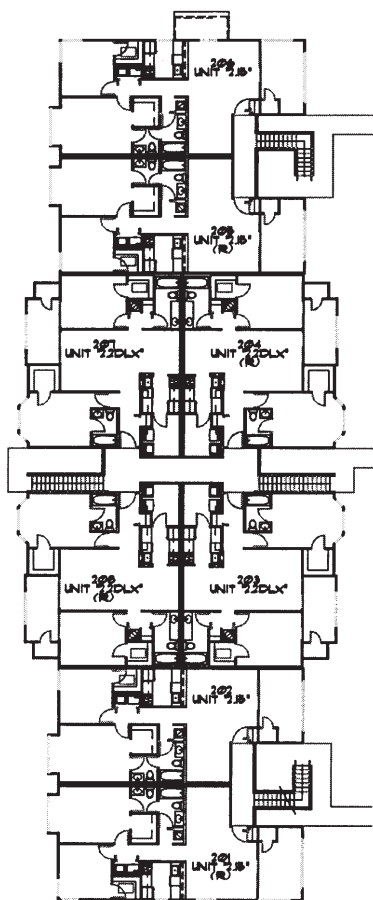
Project Address: 8400 SW. 1st STREET  
PENSACOLA PINES, FLORIDA

REGISTERED ARCHITECT

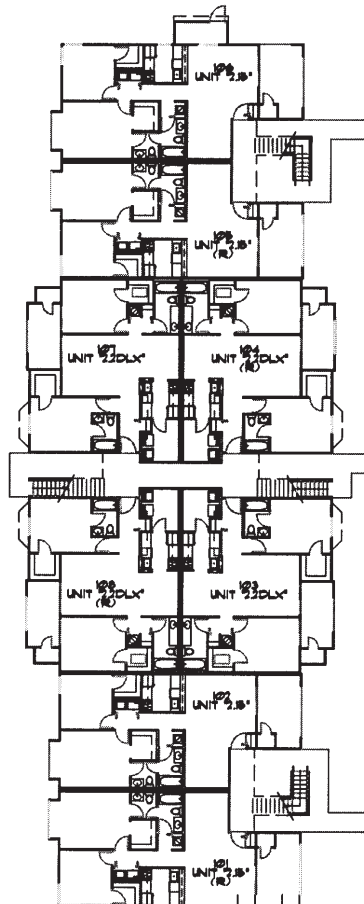
FELIX PARDO & ASSOCIATES, Inc.  
ARCHITECTURE / PLANNING / INTERIORS  
5455 SW. 8th STREET, SUITE 206 - MIAMI, FLORIDA, 33134  
Phone: (305) 445-4555 Fax: (305) 445-7006 AA 0002478

Project No:  
200526

Date:  
OCTOBER 2005



SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	9,546 SQ.FT.
SECOND FLOOR AREA	9,546 SQ.FT.
TOTAL GROUND AREA	19,092 SQ.FT.



BUILDING "B" TYPE F  
 8343 SW. 5 STREET  
 1"=30'



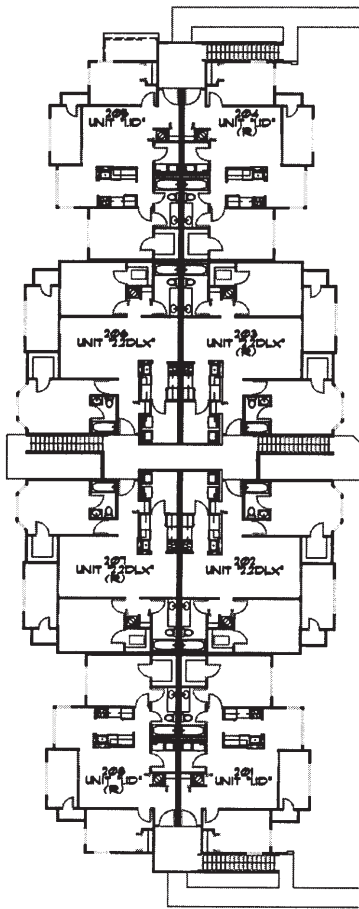
**IRON POND**  
**HOMEOWNERS ASSOCIATION**

Project Address: 8400 SW. 1st STREET  
 BROKE PINES, FLORIDA

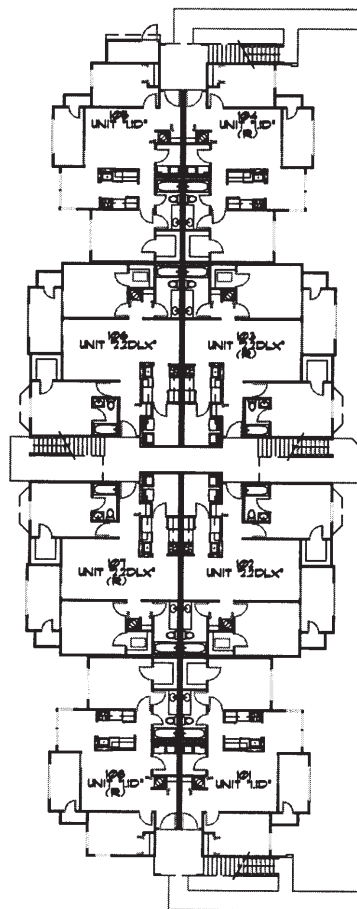
FELIX PARDO & ASSOCIATES, Inc.  
 ARCHITECTURE / PLANNING / INTERIORS  
 8488 SW. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1006 AA 0002478

Project No:  
 200526

Date:  
 OCTOBER 2005



SECOND FLOOR

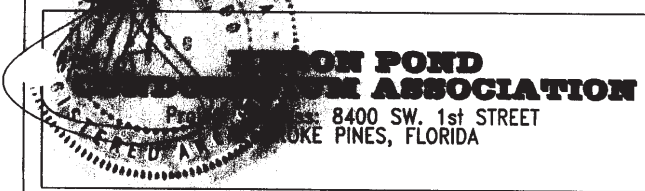


GROUND FLOOR

GROUND FLOOR AREA	8,870 SQ.FT.
SECOND FLOOR AREA	8,870 SQ.FT.
TOTAL AREA	17,740 SQ.FT.



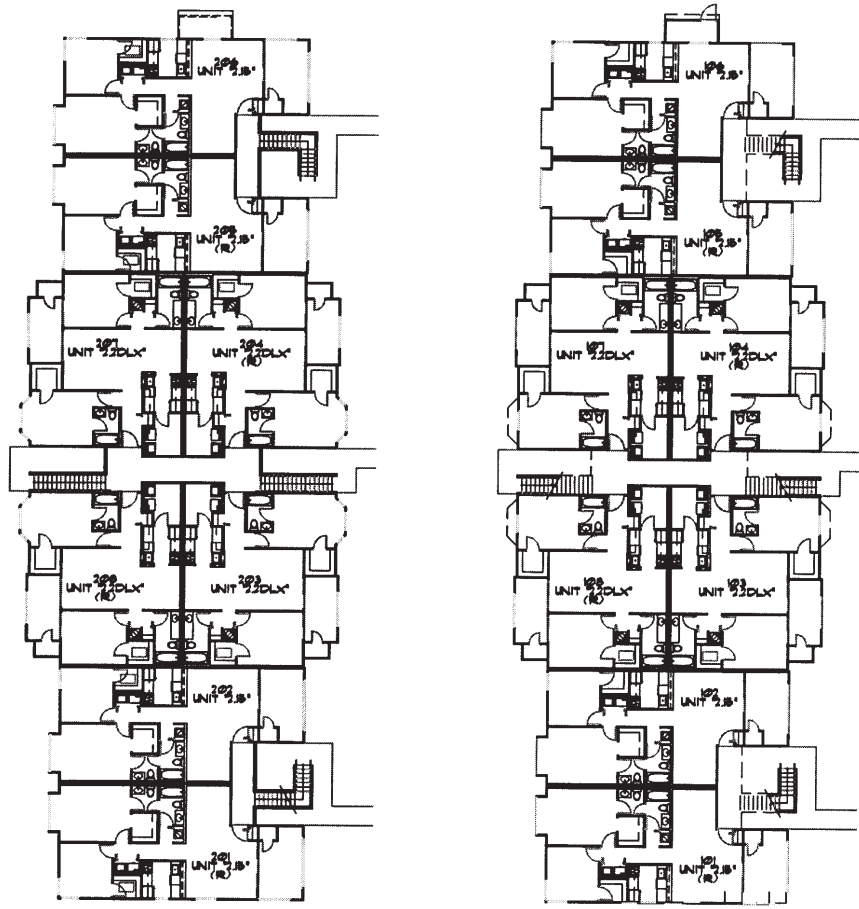
BUILDING "10" TYPE B1  
8375 SW. 5 STREET  
1"=30'



FELIX PARDO & ASSOCIATES, Inc.  
ARCHITECTURE / PLANNING / INTERIORS  
5455 S.W. 9th STREET, SUITE 208 - MIAMI, FLORIDA, 33134  
Phone: (305) 445-4555 Fax: (305) 445-1006 AA 0002478

Project No:  
200526

Date:  
OCTOBER 2005



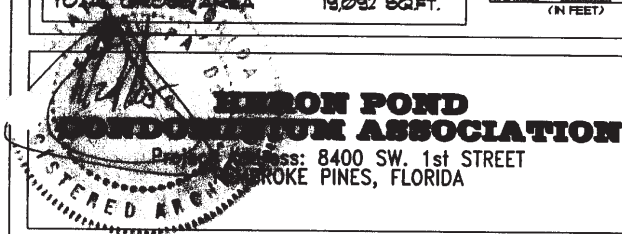
SECOND FLOOR

GROUND FLOOR

GROUND FLOOR AREA	9,546 SQ.FT.
SECOND FLOOR AREA	9,546 SQ.FT.
TOTAL GROSS AREA	19,092 SQ.FT.



BUILDING "I" TYPE F  
8407 SW. 5 STREET  
1"=30'

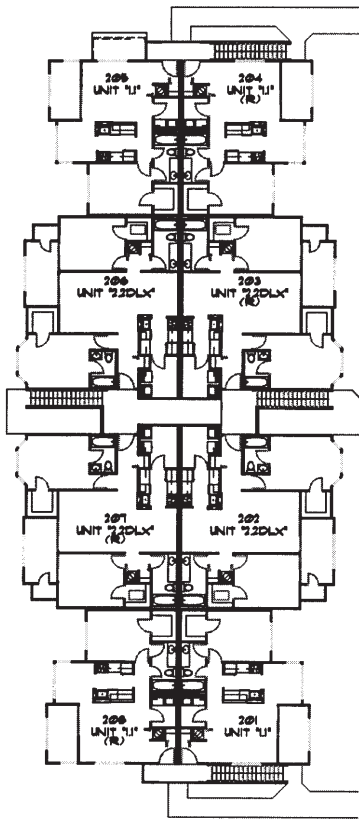


FELIX PARDO & ASSOCIATES, Inc.  
ARCHITECTURE / PLANNING / INTERIORS  
8455 S.W. 8th STREET SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 448-4565 Fax: (305) 448-1826 AA 0007478

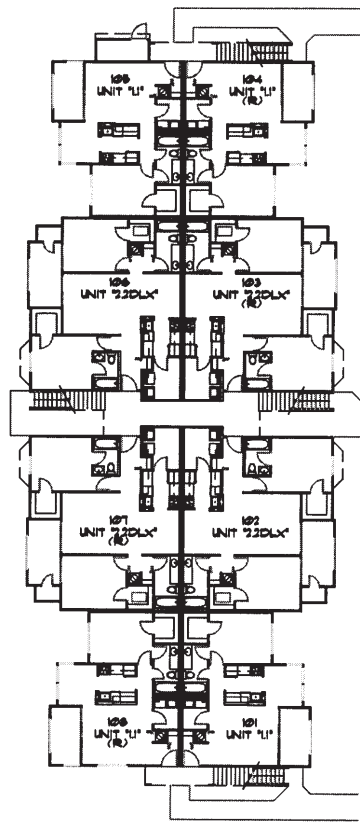
Project No:  
200526

Date:  
OCTOBER 2005





SECOND FLOOR

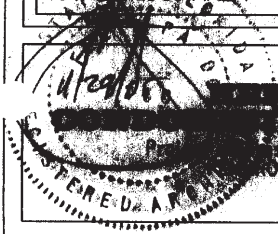


GROUND FLOOR

GROUND FLOOR AREA	8,141 SQ.FT.
SECOND FLOOR AREA	8,141 SQ.FT.
TOTAL GROSS AREA	16,282 SQ.FT.



BUILDING "12" TYPE B  
8439 SW. 5 STREET  
1"=30'

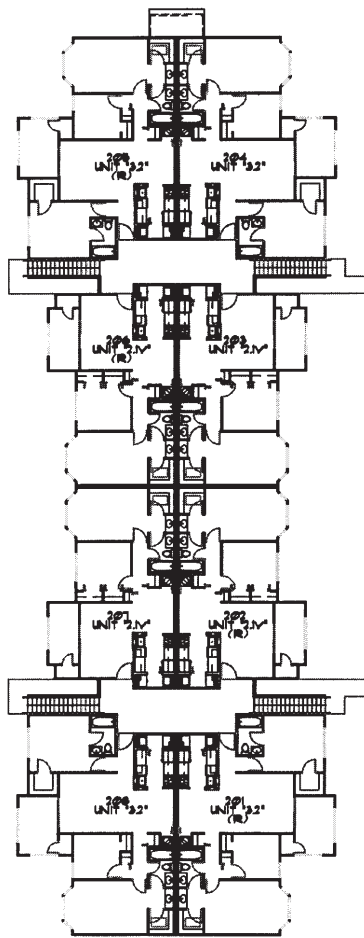


**HERON POND HOMEOWNERS ASSOCIATION**  
8439 SW. 5 STREET  
HERON POND, FLORIDA

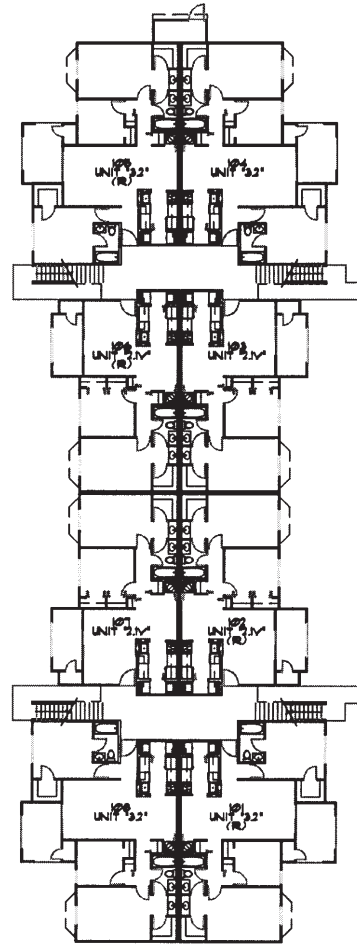
**FELIX PARDO & ASSOCIATES Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
8485 SW. 5th STREET, SUITE 205 - MIAMI, FLORIDA, 33134  
Phone: (305) 445-4555 Fax: (305) 445-1000 AA 0001478

Project No:  
200526

Date:  
OCTOBER 2005



SECOND FLOOR

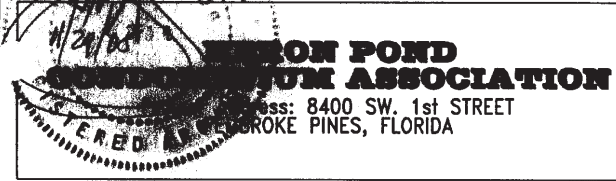


GROUND FLOOR

GROUND FLOOR AREA	9,441 SQ.FT.
SECOND FLOOR AREA	9,441 SQ.FT.
TOTAL AREA	18,882 SQ.FT.



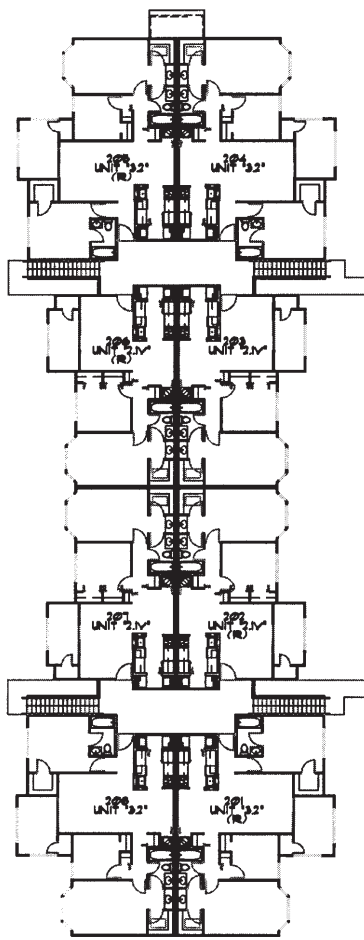
BUILDING "13" TYPE E  
8471 SW. 5 STREET  
1"=30'



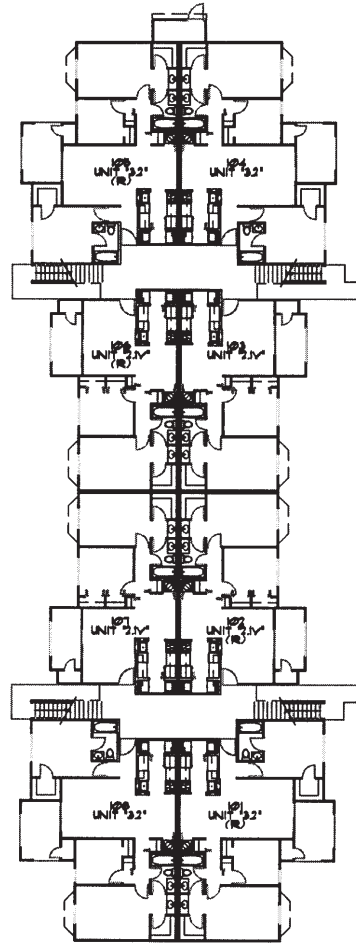
FELIX PARDO & ASSOCIATES, Inc.  
ARCHITECTURE / PLANNING / INTERIORS  
8485 SW. 8th STREET SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 445-4555 Fax: (305) 445-7000 AA 0007479

Project No:  
200526

Date:  
OCTOBER 2005



SECOND FLOOR

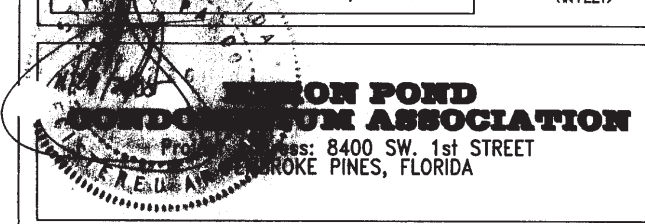


GROUND FLOOR

GROUND FLOOR AREA	9,441 SQ.FT.
SECOND FLOOR AREA	9,441 SQ.FT.
TOTAL FLOOR AREA	18,882 SQ.FT.

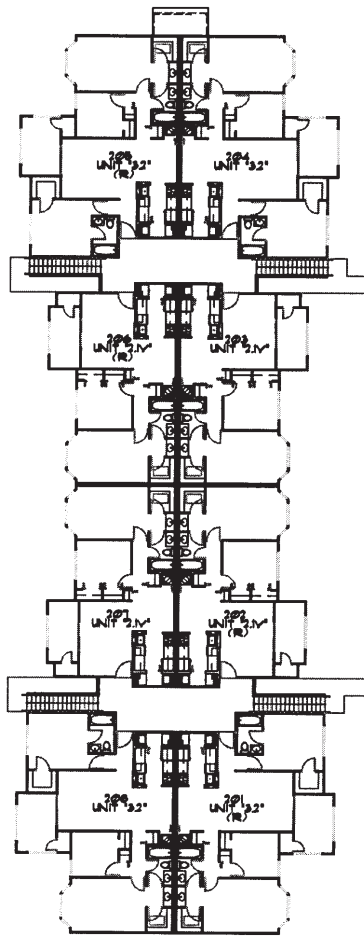


BUILDING "14" TYPE E  
 401 SW. 85 AVENUE  
 1"=30'

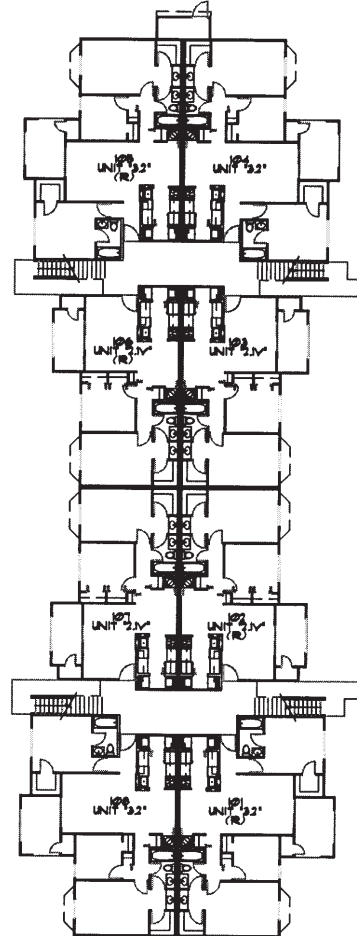


FELIX PARDO & ASSOCIATES, Inc.  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1000 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



SECOND FLOOR

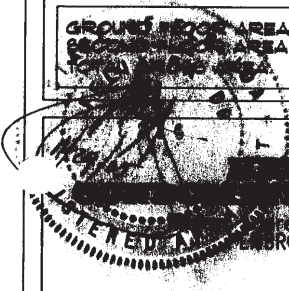


GROUND FLOOR

GROUND FLOOR AREA	9,441 SQ.FT.
SECOND FLOOR AREA	9,441 SQ.FT.
TOTAL AREA	18,882 SQ.FT.



BUILDING "15" TYPE E  
8420 SW. 3 COURT  
1"=30'



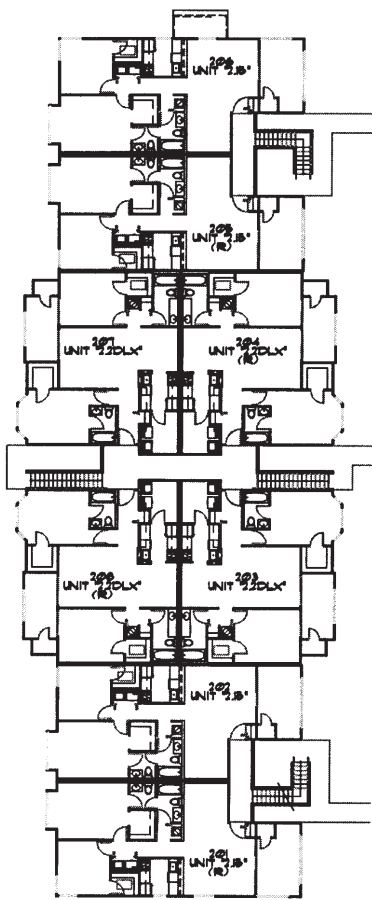
**IRON POND  
HOUSING ASSOCIATION**

Address: 8400 SW. 1st STREET  
BROKE PINES, FLORIDA

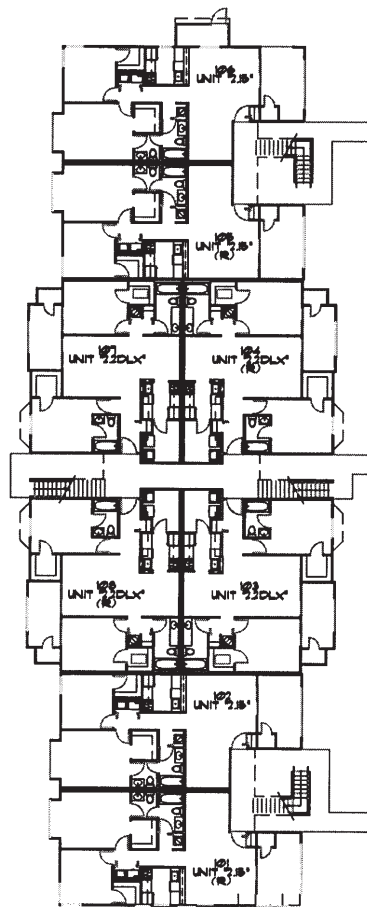
FELIX PARDO & ASSOCIATES, Inc.  
ARCHITECTURE / PLANNING / INTERIORS  
5455 SW. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 445-4555 Fax: (305) 445-1000 AA 0002478

Project No:  
200526

Date:  
OCTOBER 2005



SECOND FLOOR



GROUND FLOOR

BUILDING "16" TYPE F  
8340 SW. 3 COURT  
1"=30'

GROUND FLOOR AREA	9,546 SQ.FT.
SECOND FLOOR AREA	9,546 SQ.FT.
TOTAL AREA	19,092 SQ.FT.

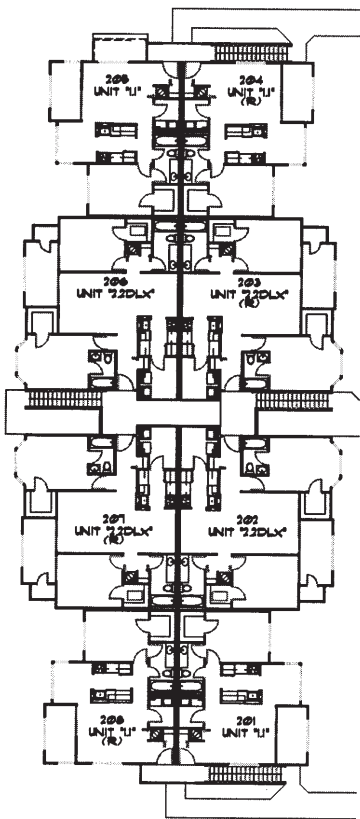


**IRON POND CONDOMINIUM ASSOCIATION**  
 8340 SW. 1st STREET  
 BROKE PINES, FLORIDA

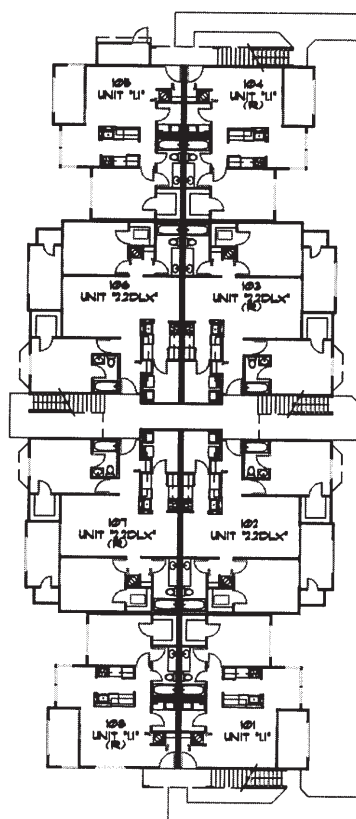
FELIX PARDO & ASSOCIATES, Inc.  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 SW. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1000 AA 0002478

Project No:  
200526

Date:  
OCTOBER 2005



SECOND FLOOR

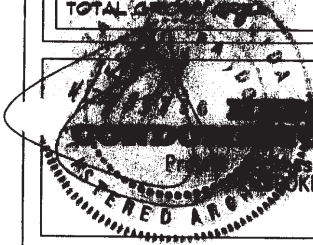


GROUND FLOOR

GROUND FLOOR AREA	8,141 SQ.FT.
SECOND FLOOR AREA	8,141 SQ.FT.
TOTAL AREA	16,282 SQ.FT.



BUILDING "11" TYPE B  
321 SW. 84 AVENUE  
1"=30'

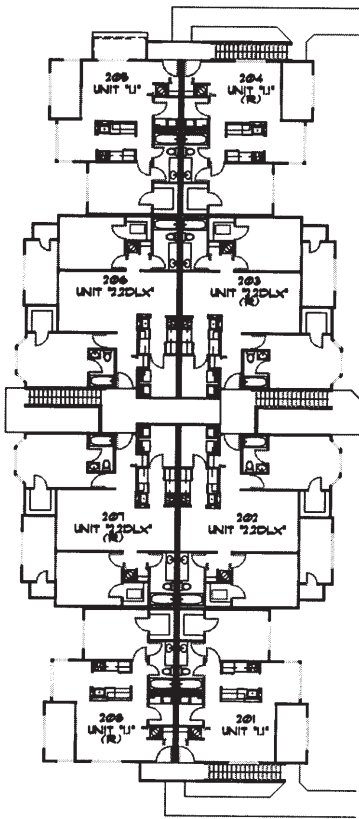


**PINE RIDGE HOME OWNERS ASSOCIATION**  
P.O. Box 1000  
8400 SW. 1st STREET  
DADE COUNTY, FLORIDA 33186

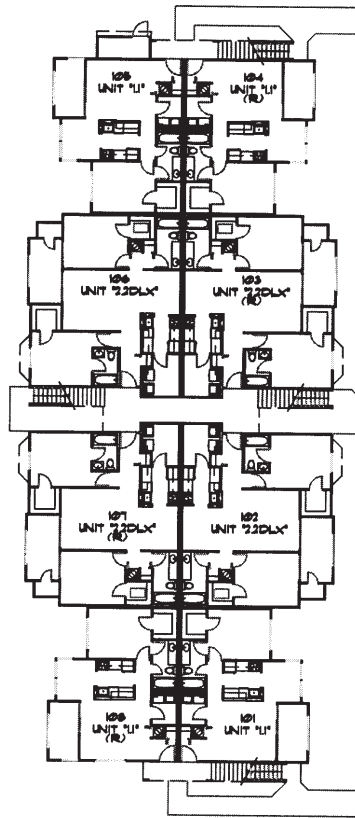
**FELIX PARDO & ASSOCIATES, Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 445-4555 Fax: (305) 445-1006 AA 0002418

Project No:  
200526

Date:  
OCTOBER 2005



SECOND FLOOR

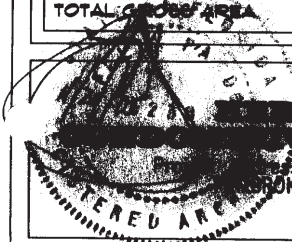


GROUND FLOOR

GROUND FLOOR AREA	8,141 SQ.FT.
SECOND FLOOR AREA	8,141 SQ.FT.
TOTAL GROSS AREA	16,282 SQ.FT.



BUILDING "18" TYPE B  
241 SW. 84 AVENUE  
1"=30'



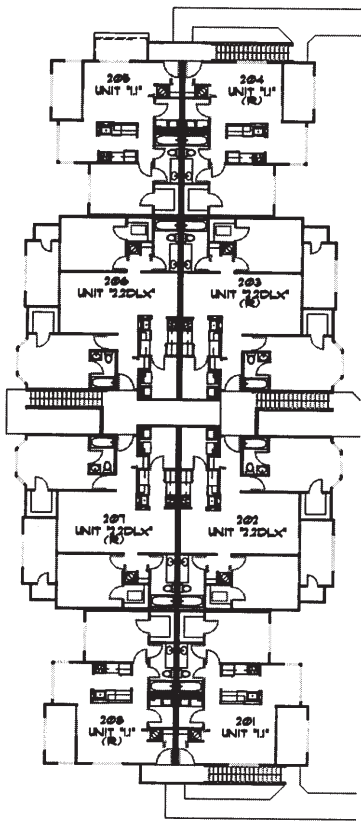
**IRON POND HOMEOWNERS ASSOCIATION**

8400 SW. 1st STREET  
DOKE PINES, FLORIDA

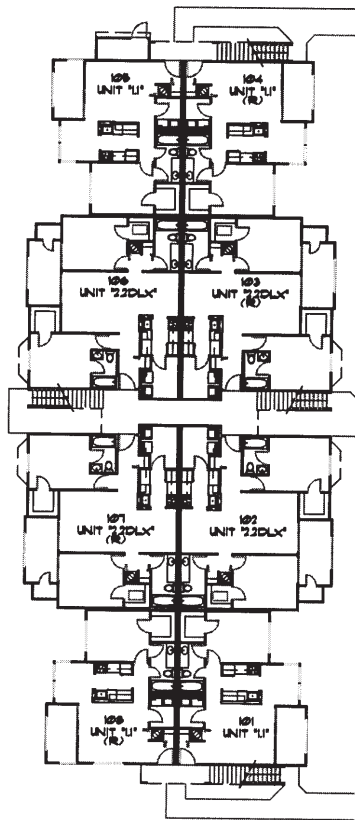
FELIX PARDO & ASSOCIATES, Inc.  
ARCHITECTURE / PLANNING / INTERIORS  
5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 448-4565 Fax: (305) 448-1000 AA 0002478

Project No:  
200526

Date:  
OCTOBER 2005



SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	8,141 SQ.FT.
SECOND FLOOR AREA	8,141 SQ.FT.
TOTAL FLOOR AREA	16,282 SQ.FT.



BUILDING "19" TYPE B  
161 SW. 84 AVENUE  
1"=30'

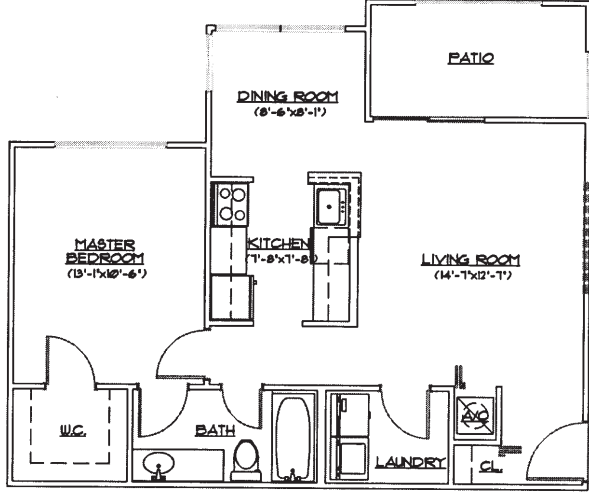
**LEON PONDS HOMEOWNERS ASSOCIATION**  
8400 SW. 1st STREET  
BROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
5455 S.W. 84th STREET, SUITE 205 - MIAMI, FLORIDA 33154  
Phone: (305) 448-4555 Fax: (305) 448-1000 AA 0007478

Project No:  
200526

Date:  
OCTOBER 2005



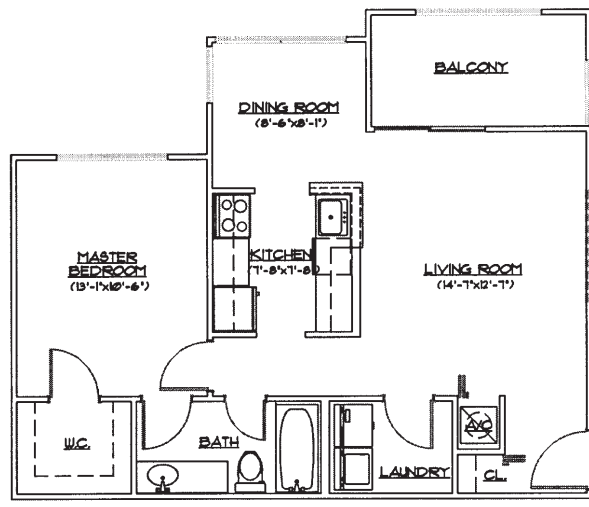


UNIT "1.1" AT GROUND FLOOR  
 1 BEDROOM / 1 BATHROOM  
 1/8"=1'-0"

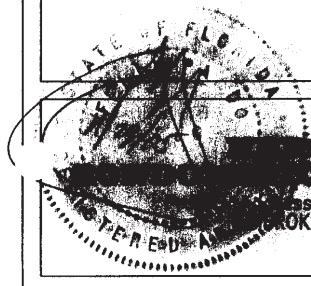
**HERON POND**  
**CONDOMINIUM ASSOCIATION**  
 8400 SW. 1st STREET  
 DOKE PINES, FLORIDA

FELIX PARDO & ASSOCIATES, Inc.  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4565 Fax: (305) 445-1006 AA 0007478

Project No: 200526	Date: OCTOBER 2005
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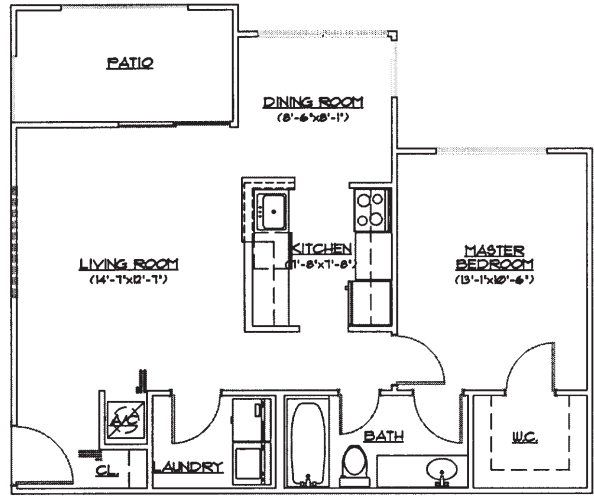
UNIT "1.1" AT SECOND FLOOR  
 1 BEDROOM / 1 BATHROOM  
 1/8"=1'-0"



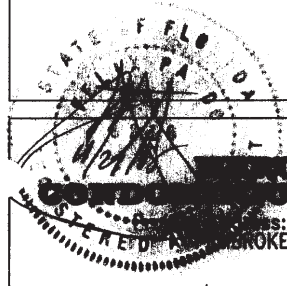
**WATER POND  
 HOME ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 BROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 8455 SW. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-7000 AA 0002478

Project No: <b>200526</b>	Date: <b>OCTOBER 2005</b>
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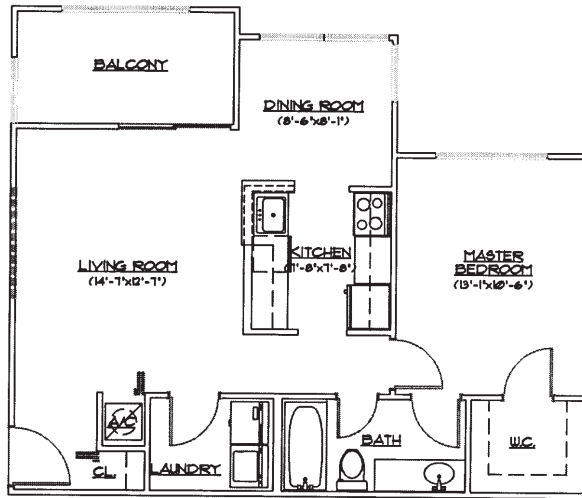
UNIT "1.1" REVERSE AT GROUND FLOOR  
 1 BEDROOM / 1 BATHROOM  
 1/8"=1'-0"



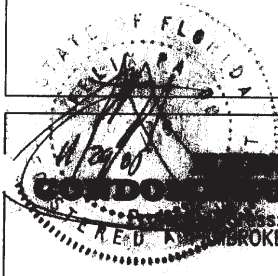
**IRON POND CONDOMINIUM ASSOCIATION**  
 8400 SW. 1st STREET  
 BROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1006 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



UNIT "1.1" REVERSE AT SECOND FLOOR  
 1 BEDROOM / 1 BATHROOM  
 1/8"=1'-0"

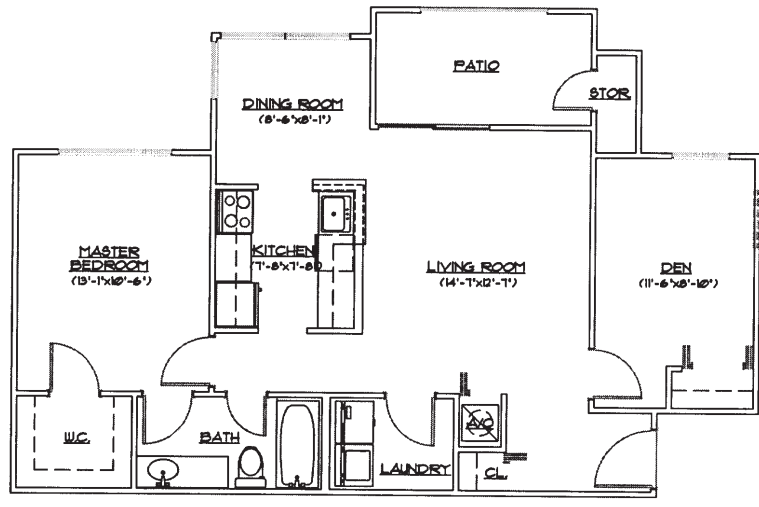


**SEBASTIAN POND CONDOMINIUM ASSOCIATION**  
 8400 SW. 1st STREET  
 BROKE PINES, FLORIDA

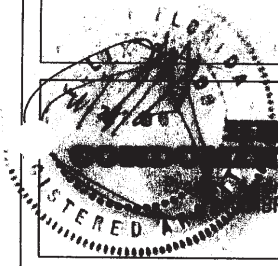
**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-7006 AA 0002478

Project No:  
 200526

Date:  
 OCTOBER 2005



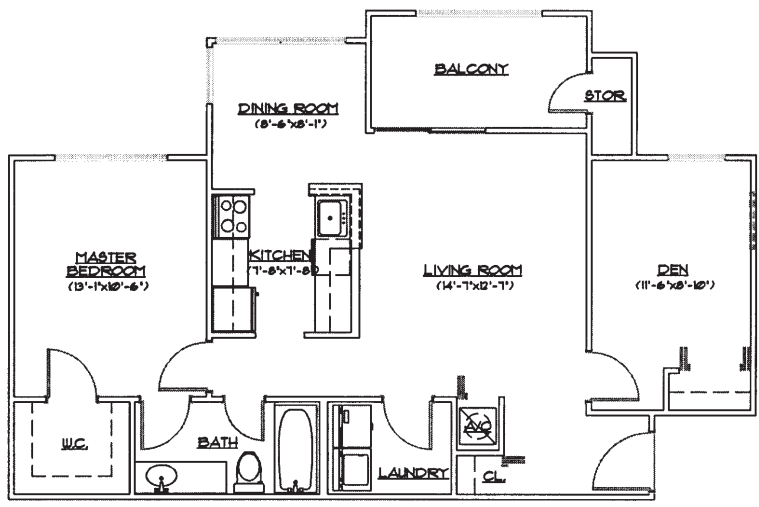
UNIT "1.1 DEN" AT GROUND FLOOR  
 1 BEDROOM / 1 BATHROOM / 1 DEN  
 1/8"=1'-0"



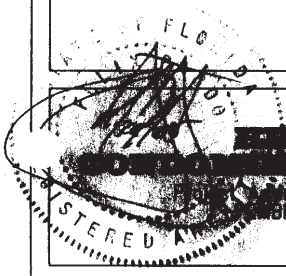
**IRON POND  
 CONDOMINIUM ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 BROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1006 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



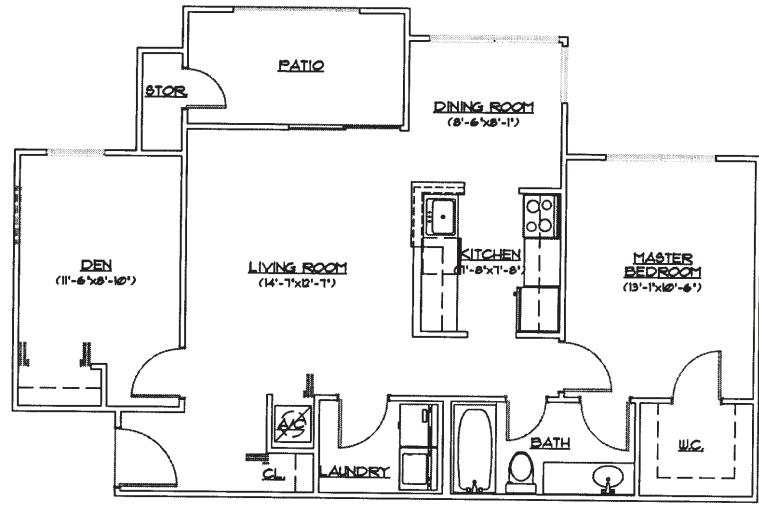
UNIT "1.1 DEN" AT SECOND FLOOR  
 1 BEDROOM / 1 BATHROOM / 1 DEN  
 1/8"=1'-0"



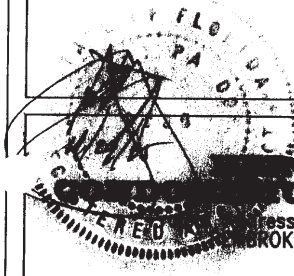
**HERON POND  
 CONDOMINIUM ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 BROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 SW 8th STREET, SUITE 205 - MIAMI, FLORIDA, 33134  
 Phone: (305) 445-4555 Fax: (305) 445-7006 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



UNIT "1.1 DEN" REVERSE AT GROUND FLOOR  
 1 BEDROOM / 1 BATHROOM / 1 DEN  
 1/8"=1'-0"

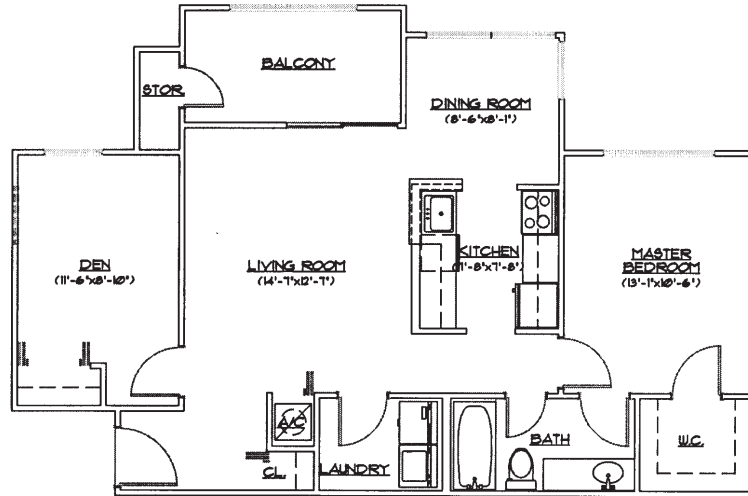


**PINEBROOK PONDS COMMUNITY ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 BROKE PINES, FLORIDA

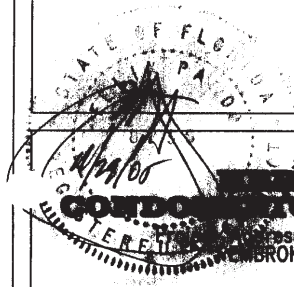
**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET SUITE 206 - MIAMI, FLORIDA 33134  
 Phone: (305) 448-4555 Fax: (305) 448-1006 AA 0002478

Project No:  
 200526

Date:  
 OCTOBER 2005



UNIT "1.1 DEN" REVERSE AT SECOND FLOOR  
 1 BEDROOM / 1 BATHROOM / 1 DEN  
 1/8"=1'-0"

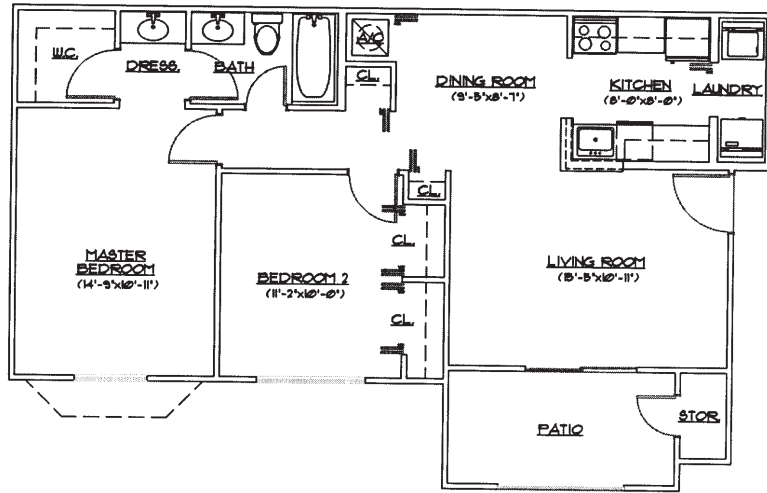


**IRON POND CONDOMINIUM ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 SW 5th STREET SUITE 205 - MIAMI, FLORIDA, 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1000 AA 2002478

Project No. 200526	Date: OCTOBER 2005
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UNIT "2.IV" AT GROUND FLOOR  
2 BEDROOM / 1 BATHROOM  
1/8"=1'-0"



**HERON POND  
CONDOMINIUM ASSOCIATION**

Address: 8400 SW. 1st STREET  
BROKE PINES, FLORIDA

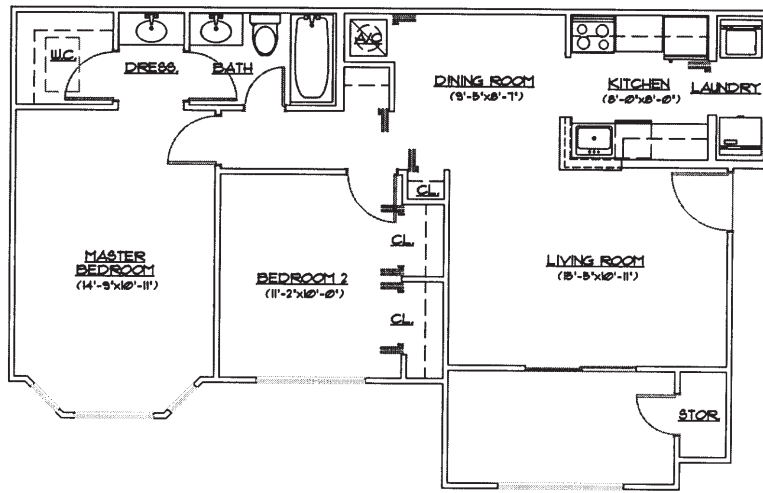
FELIX PARDO & ASSOCIATES, Inc.  
ARCHITECTURE / PLANNING / INTERIORS  
5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 448-4555 Fax: (305) 448-1006 AA 0002478

Project No.:

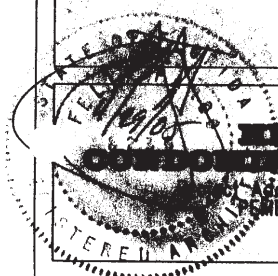
200526

Date:

OCTOBER 2005



UNIT "2.1V" AT SECOND FLOOR  
 2 BEDROOM / 1 BATHROOM  
 1/8" = 1' - 0"



**HERON POND  
 CONDOMINIUM ASSOCIATION**

Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

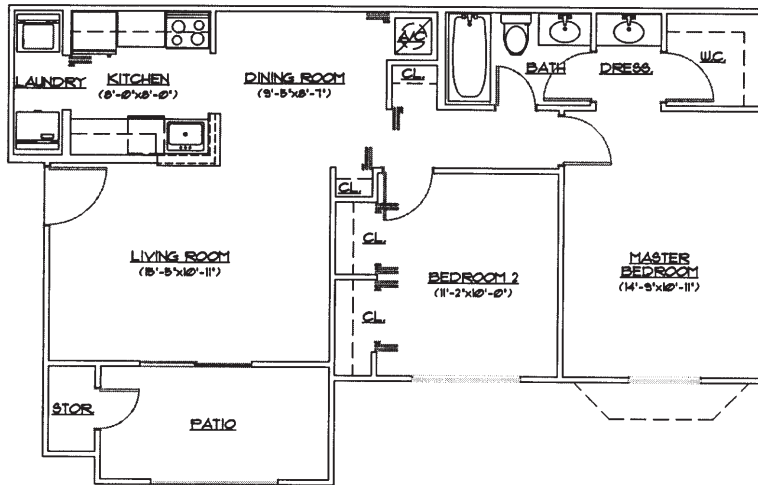
**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA, 33134  
 Phone: (305) 445-4555 Fax: (305) 445-7000 LA 0002476

Project No:

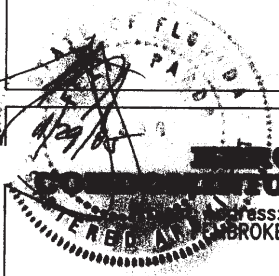
200526

Date:

OCTOBER 2005



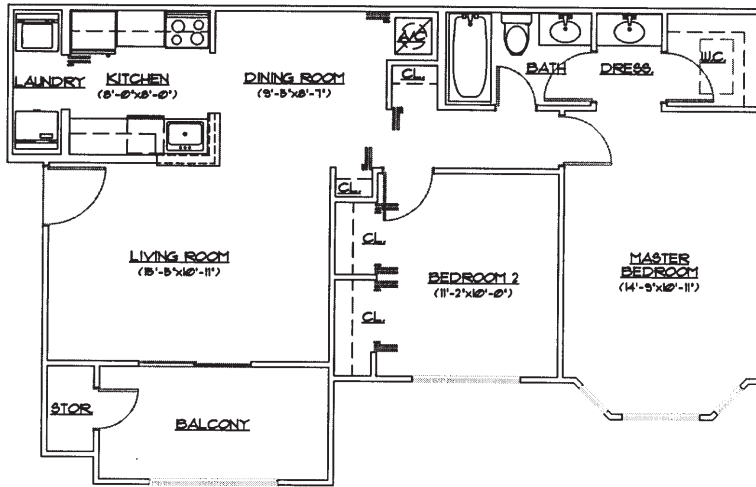
UNIT "2.1V" REVERSE AT GROUND FLOOR  
 2 BEDROOM / 1 BATHROOM  
 1/0"=1'-0"



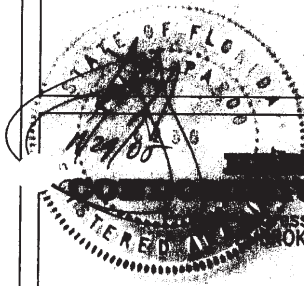
**HERON POND  
 CONDOMINIUM ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 BROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 9th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1000 AA 0002478

Project No: 200526	Date: OCTOBER 2005
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UNIT "2.1V" REVERSE AT SECOND FLOOR  
 2 BEDROOM / 1 BATHROOM  
 1/8"=1'-0"

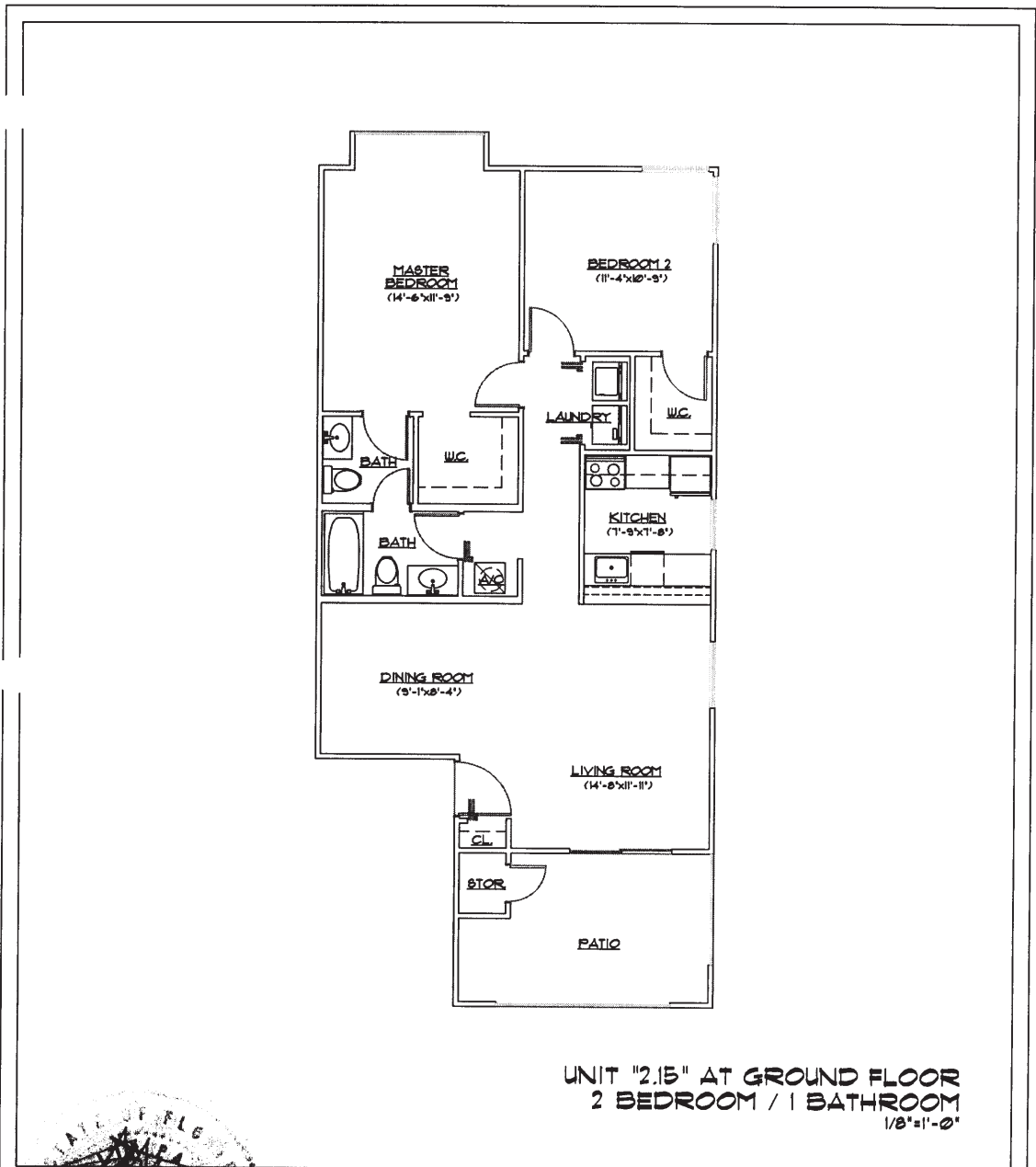


**LAGOON POND  
 COOPERATION ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 LAKE PINES, FLORIDA

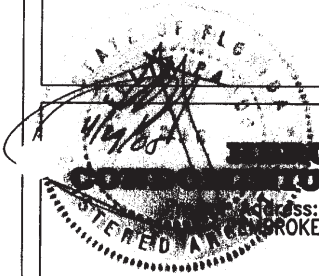
**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA, 33134  
 Phone: (305) 445-4565 Fax: (305) 445-1026 AA 0002478

Project No:  
 200526

Date:  
 OCTOBER 2005



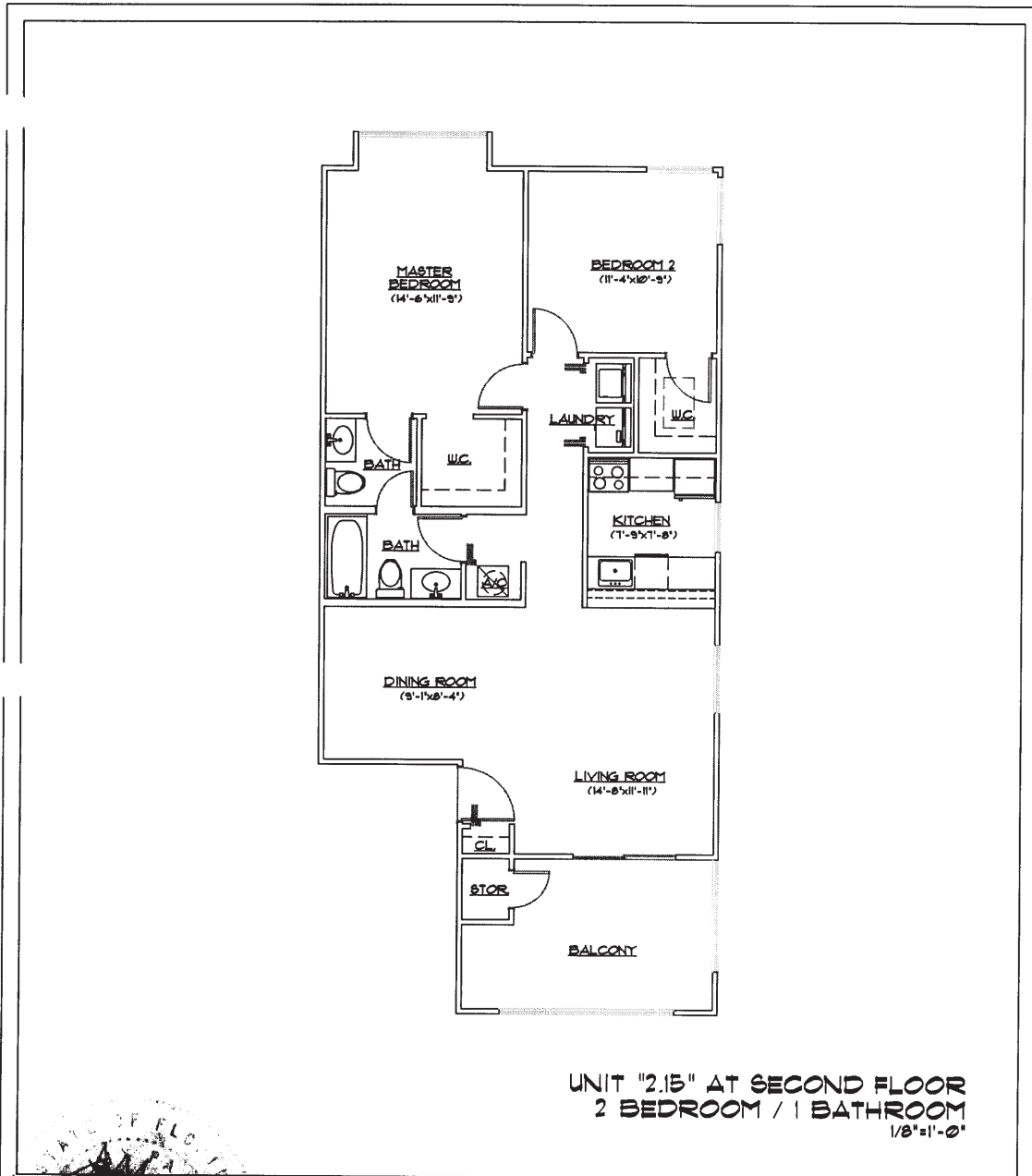
UNIT "2.15" AT GROUND FLOOR  
 2 BEDROOM / 1 BATHROOM  
 1/8" = 1'-0"



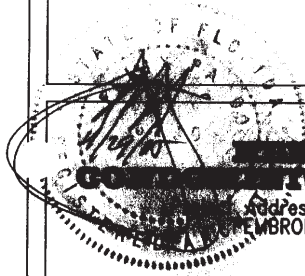
**HERON POND  
 CONDOMINIUM ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 BROOKWOOD AT BROOK PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 8455 SW. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 448-4555 Fax: (305) 448-1000 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



UNIT "2.15" AT SECOND FLOOR  
 2 BEDROOM / 1 BATHROOM  
 1/2"=1'-0"

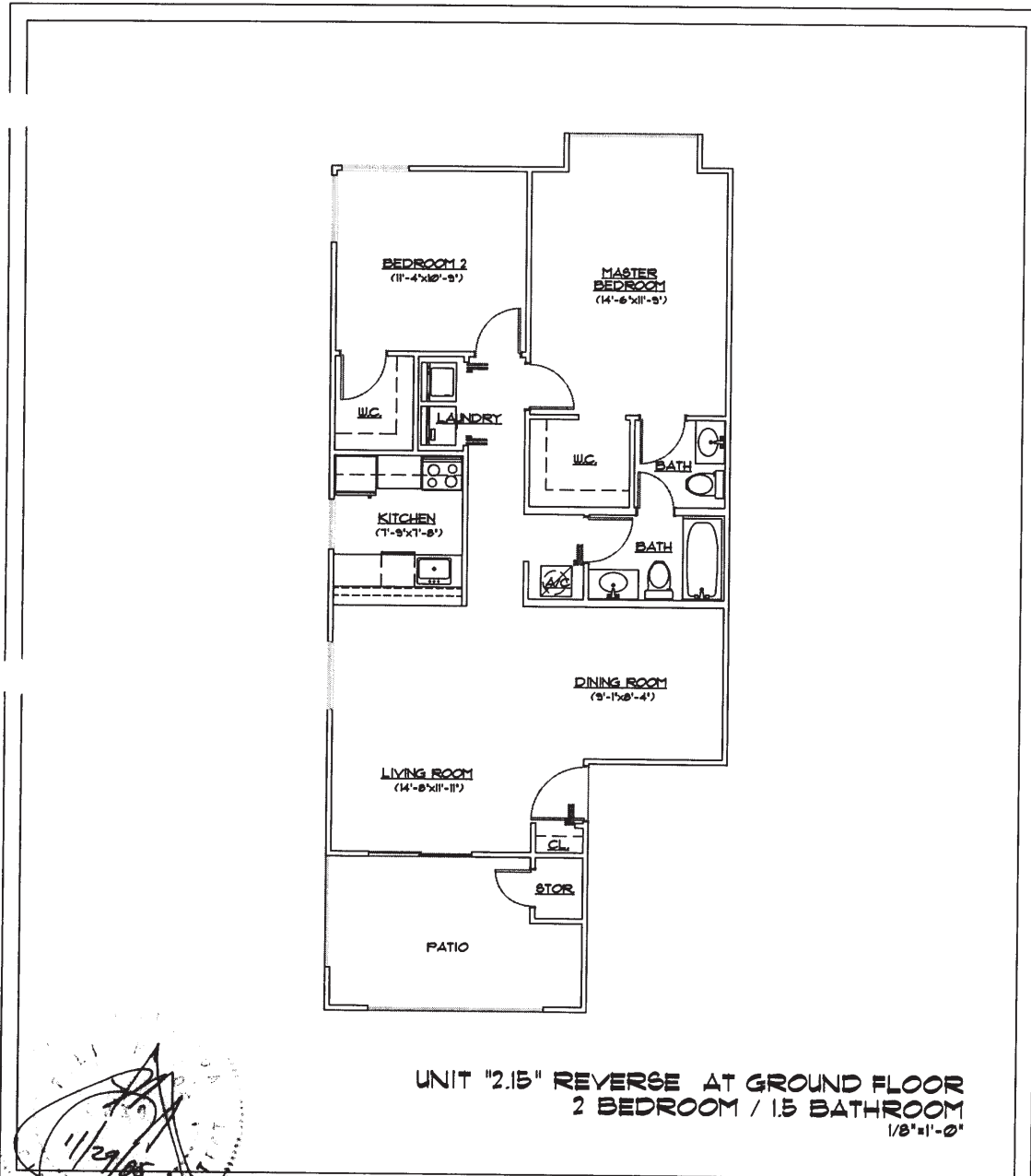


**HERON POND  
 CONDOMINIUM ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

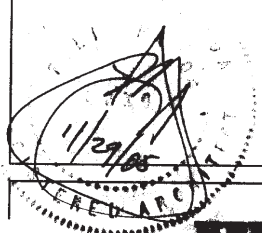
**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 8488 SW. 8th STREET SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 448-4868 Fax: (305) 448-1006 AA 0002478

Project No:  
 200526

Date:  
 OCTOBER 2005



UNIT "2.15" REVERSE AT GROUND FLOOR  
 2 BEDROOM / 1.5 BATHROOM  
 1/8" x 1'-0"



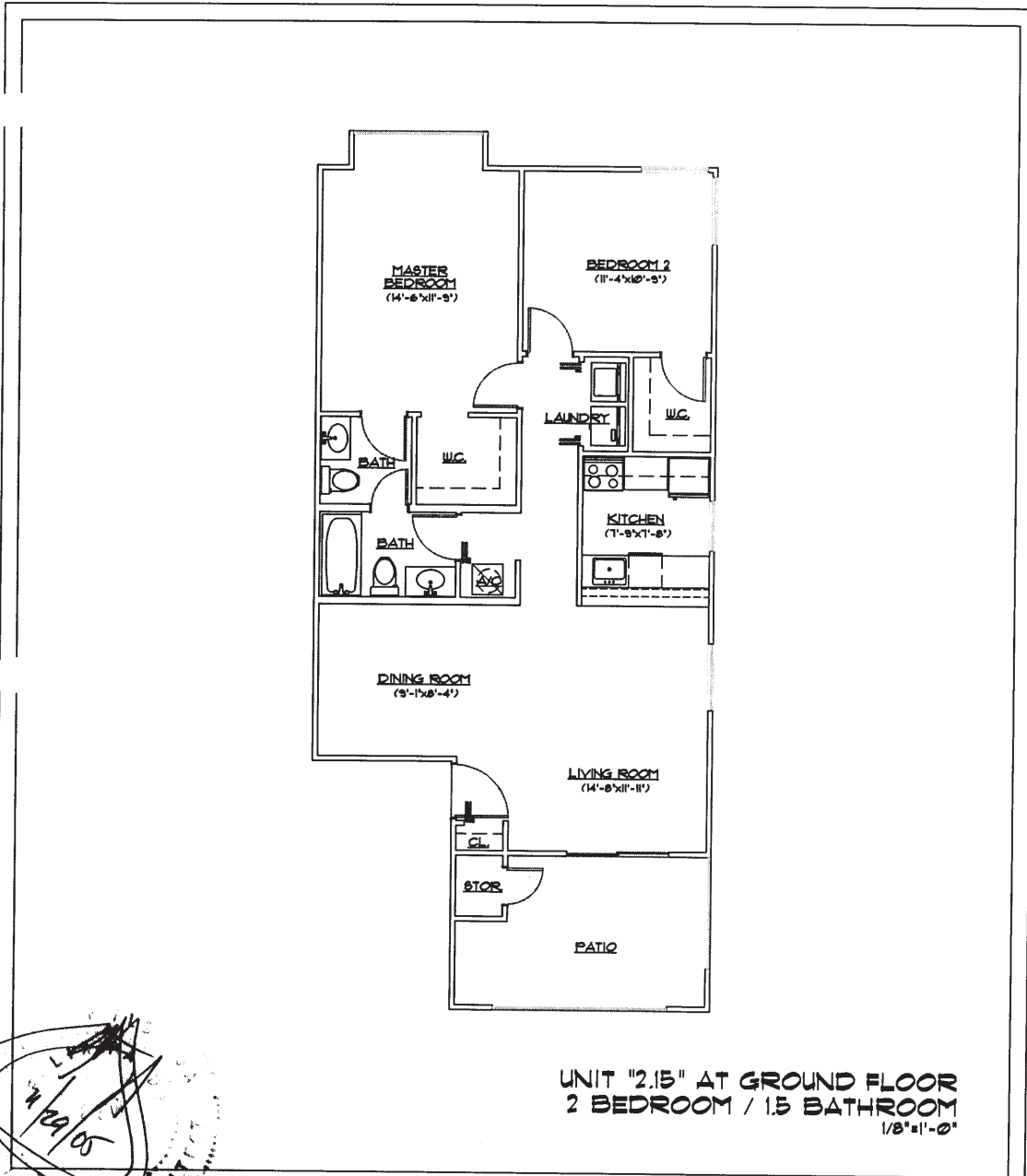
**HERON POND  
 CONDOMINIUM ASSOCIATION**

Project Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 SW. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-7006 AA 0007478

Project No.:  
 200526

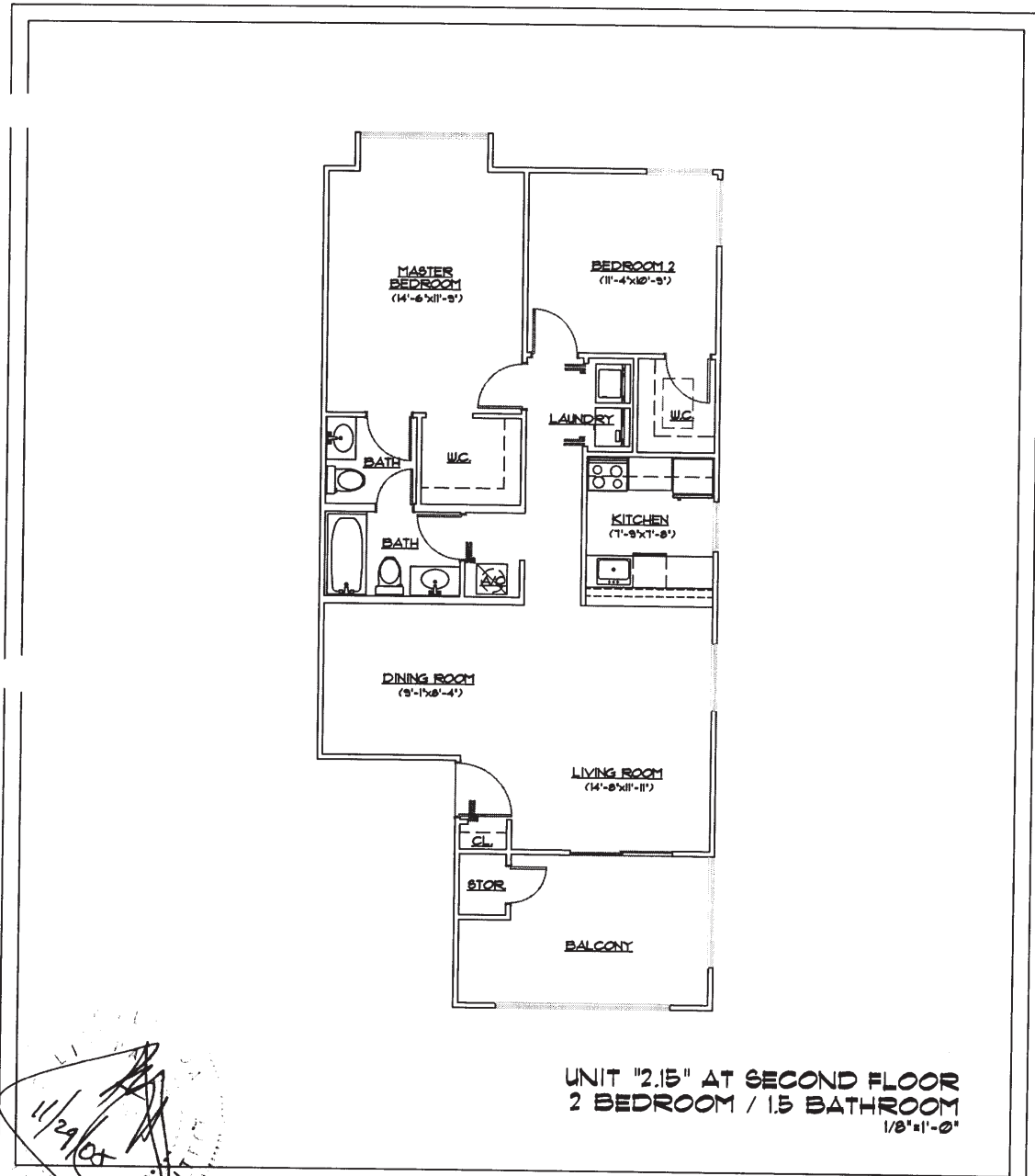
Date:  
 OCTOBER 2005



UNIT "2.15" AT GROUND FLOOR  
 2 BEDROOM / 1.5 BATHROOM  
 1/8"=1'-0"

<p><b>HERON POND                  CONDOMINIUM ASSOCIATION</b></p> <p>Project Address: 8400 SW. 1st STREET                  PEMBROKE PINES, FLORIDA</p>		<p><b>FELIX PARDO &amp; ASSOCIATES, Inc.</b>                  ARCHITECTURE / PLANNING / INTERIORS                  5455 S.W. 5th STREET, SUITE 205 - MIAMI, FLORIDA 33134                  Phone: (305) 448-4555 Fax: (305) 448-1006 AA 0002418</p>	
<p>Project No:                  200526</p>		<p>Date:                  OCTOBER 2005</p>	





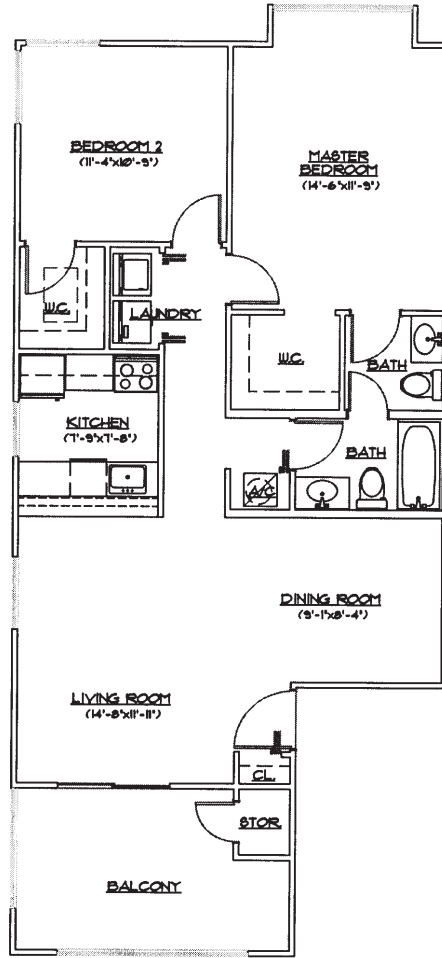
UNIT "2.15" AT SECOND FLOOR  
 2 BEDROOM / 1.5 BATHROOM  
 1/8"=1'-0"

**HERON POND  
 CONDOMINIUM ASSOCIATION**  
 Project Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

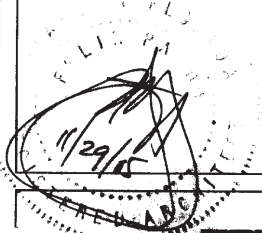
**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET SUITE 206 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1000 AA 0002418

Project No:  
 200526

Date:  
 OCTOBER 2005



UNIT "2.15" REVERSE AT SECOND FLOOR  
 2 BEDROOM / 1.5 BATHROOM  
 1/8"=1'-0"



**HERON POND  
 CONDOMINIUM ASSOCIATION**

Project Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

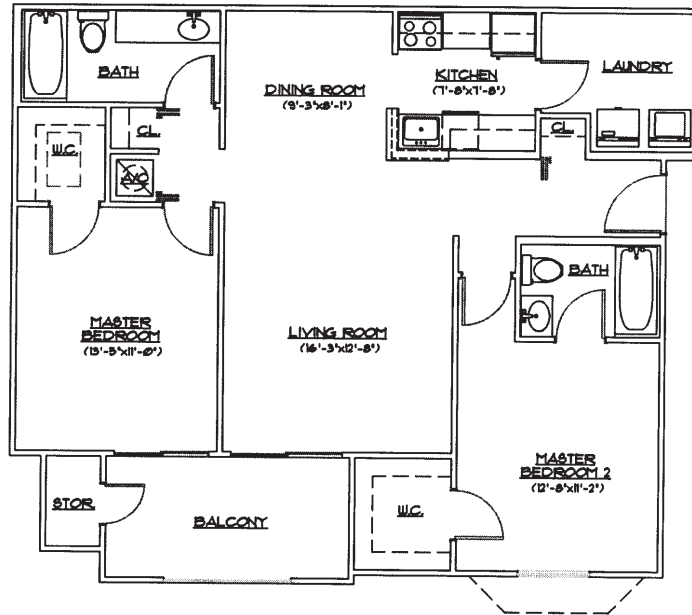
FELIX PARDO & ASSOCIATES, Inc.  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 448-4565 Fax: (305) 448-1606 AA 0007478

Project No:

200526

Date:

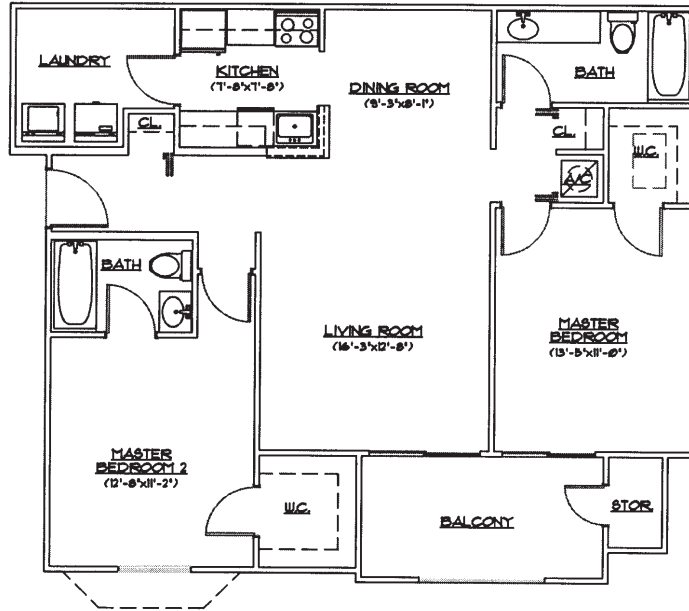
OCTOBER 2005



UNIT "2.2DLX" AT GROUND FLOOR  
 2 BEDROOM / 2 BATHROOM  
 1/8"=1'-0"

*Handwritten signature and date: 11/29/05*

<p><b>IRON POND</b>  <b>CONDOMINIUM ASSOCIATION</b>          C. E. REID          Address: 8400 SW. 1st STREET          PEMBROKE PINES, FLORIDA</p>	<p>FELIX PARDO &amp; ASSOCIATES, Inc.          ARCHITECTURE / PLANNING / INTERIORS          8488 S.W. 9th STREET, SUITE 205 - MIAMI, FLORIDA 33134          Phone: (305) 448-4366 Fax: (305) 448-1006 AA 0002478</p>	
	<p>Project No:          200526</p>	<p>Date:          OCTOBER 2005</p>



UNIT "2.2DLX" REVERSE AT GROUND FLOOR  
 2 BEDROOM / 2 BATHROOM  
 1,081 sq ft

*Handwritten signature and date:*  
 11/29/05

**IRON POND  
 CONDOMINIUM ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

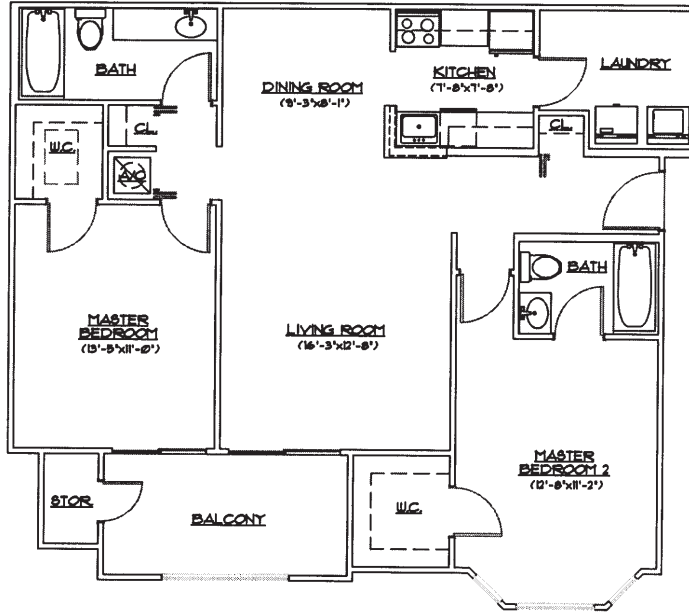
**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 8455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 448-4555 Fax: (305) 448-1000 AA 0002478

Project No:

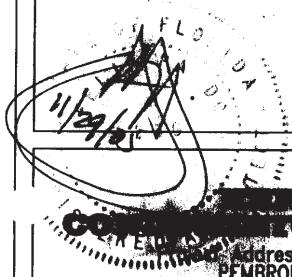
200526

Date:

OCTOBER 2005



UNIT "2.2DLX" AT SECOND FLOOR  
 2 BEDROOM / 2 BATHROOM  
 1/8"=1'-0"

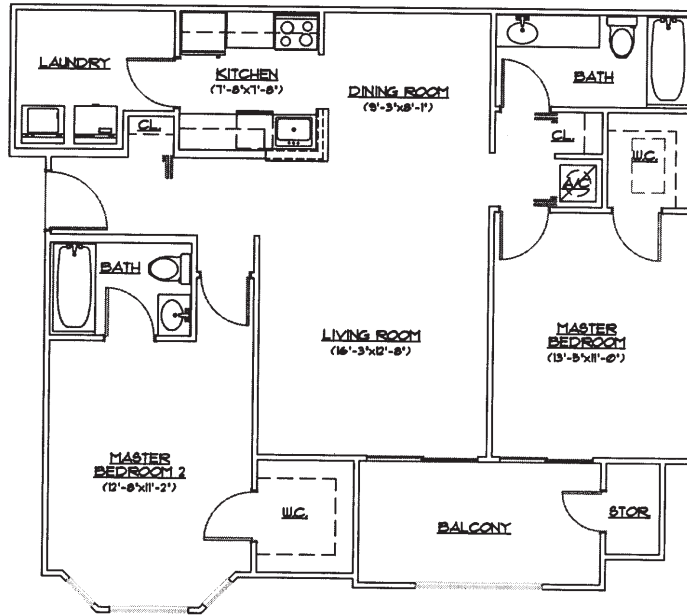


**SEBRON POND CONDOMINIUM ASSOCIATION**  
 address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

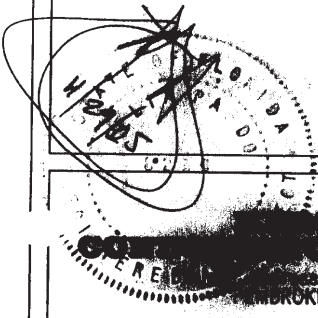
**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA, 33134  
 Phone: (305) 445-4555 Fax: (305) 445-7000 LA 0002478

Project No:  
 200526

Date:  
 OCTOBER 2005



UNIT "2.2DLX" REVERSE AT SECOND FLOOR  
 2 BEDROOM / 2 BATHROOM  
 118' x 11'-0"

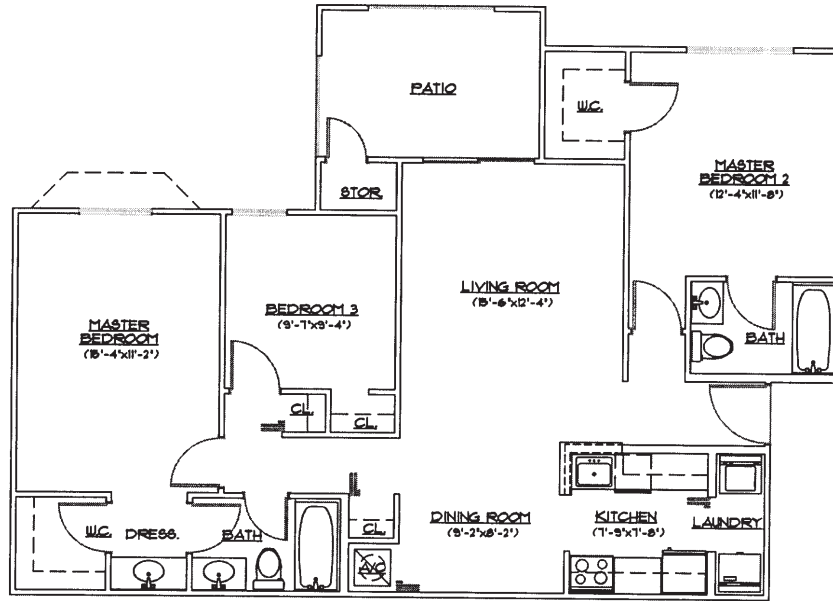


**CONDOMINIUM ASSOCIATION**  
 PINE POND  
 8400 SW. 1st STREET  
 PINE POND, FLORIDA

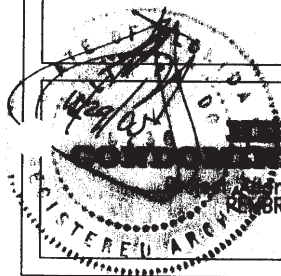
**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 8455 SW. 8th STREET, SUITE 208 - MIAMI, FLORIDA 33134  
 Phone: (305) 448-4888 Fax: (305) 448-1006 AA 0002418

Project No:  
 200526

Date:  
 OCTOBER 2005



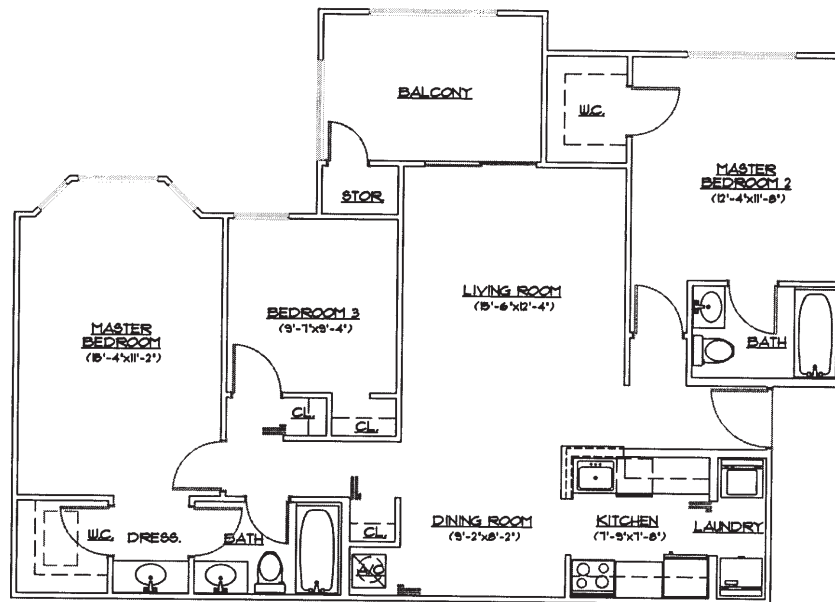
UNIT "3.2" AT GROUND FLOOR  
 3 BEDROOM / 2 BATHROOM  
 1/8"=1'-0"



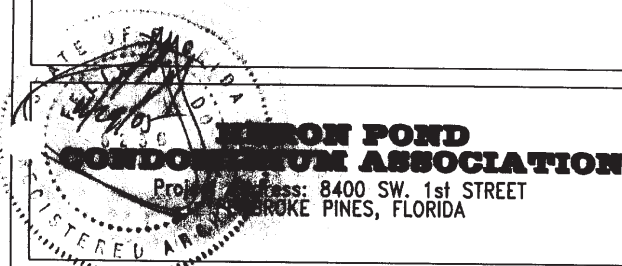
**HERON POND  
 CONDOMINIUM ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 PEMBROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 20th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 445-4555 Fax: (305) 445-7006 AA 0002478

Project No: 200526	Date: OCTOBER 2005
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UNIT "3.2" AT SECOND FLOOR  
 3 BEDROOM / 2 BATHROOM  
 1/8"=1'-0"

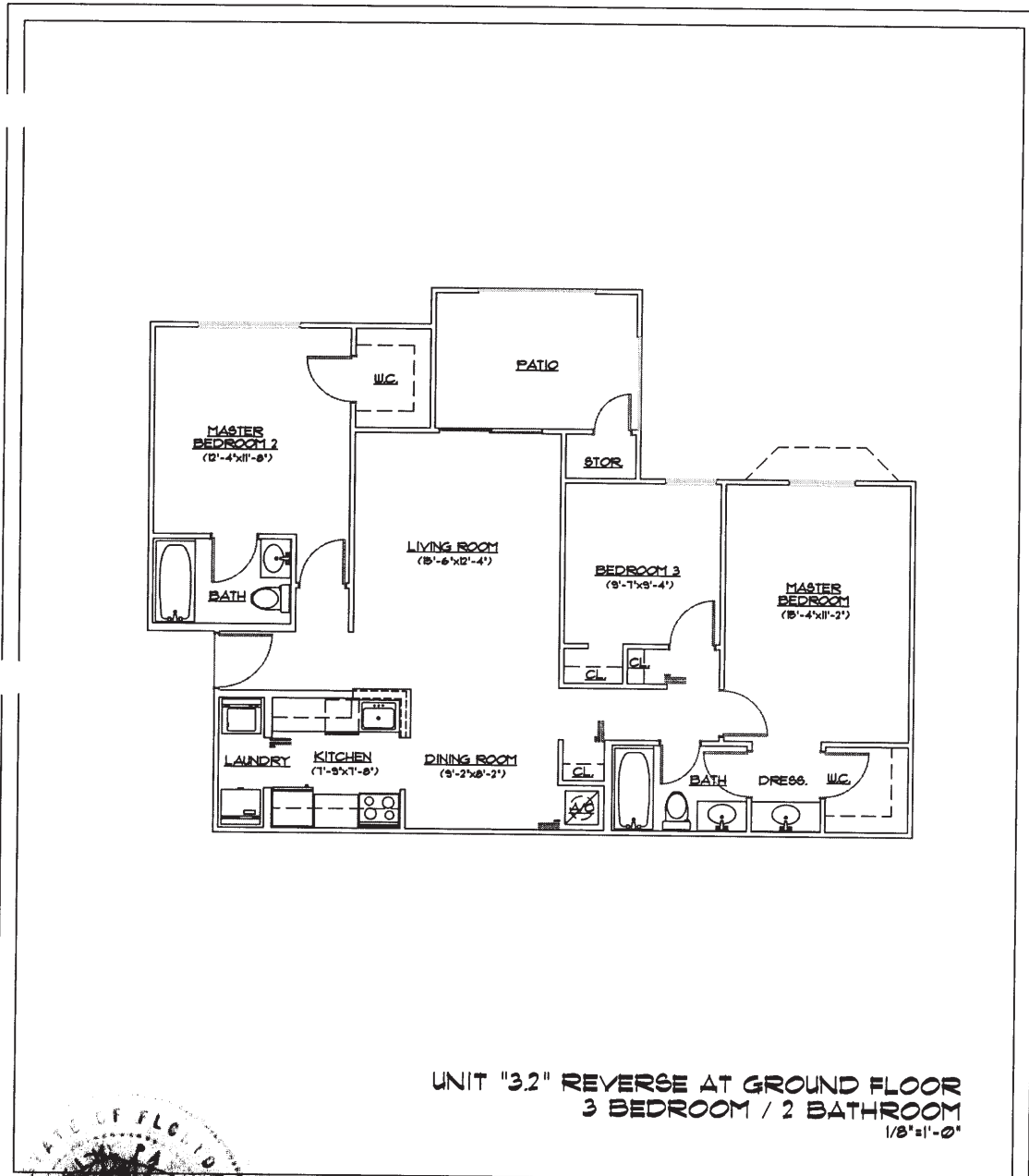


FELIX PARDO & ASSOCIATES, Inc.  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET SUITE 206 - MIAMI, FLORIDA 33134  
 Phone: (305) 448-4868 Fax: (305) 448-1006 AA 0002418

Project No:  
 200526

Date:  
 OCTOBER 2005



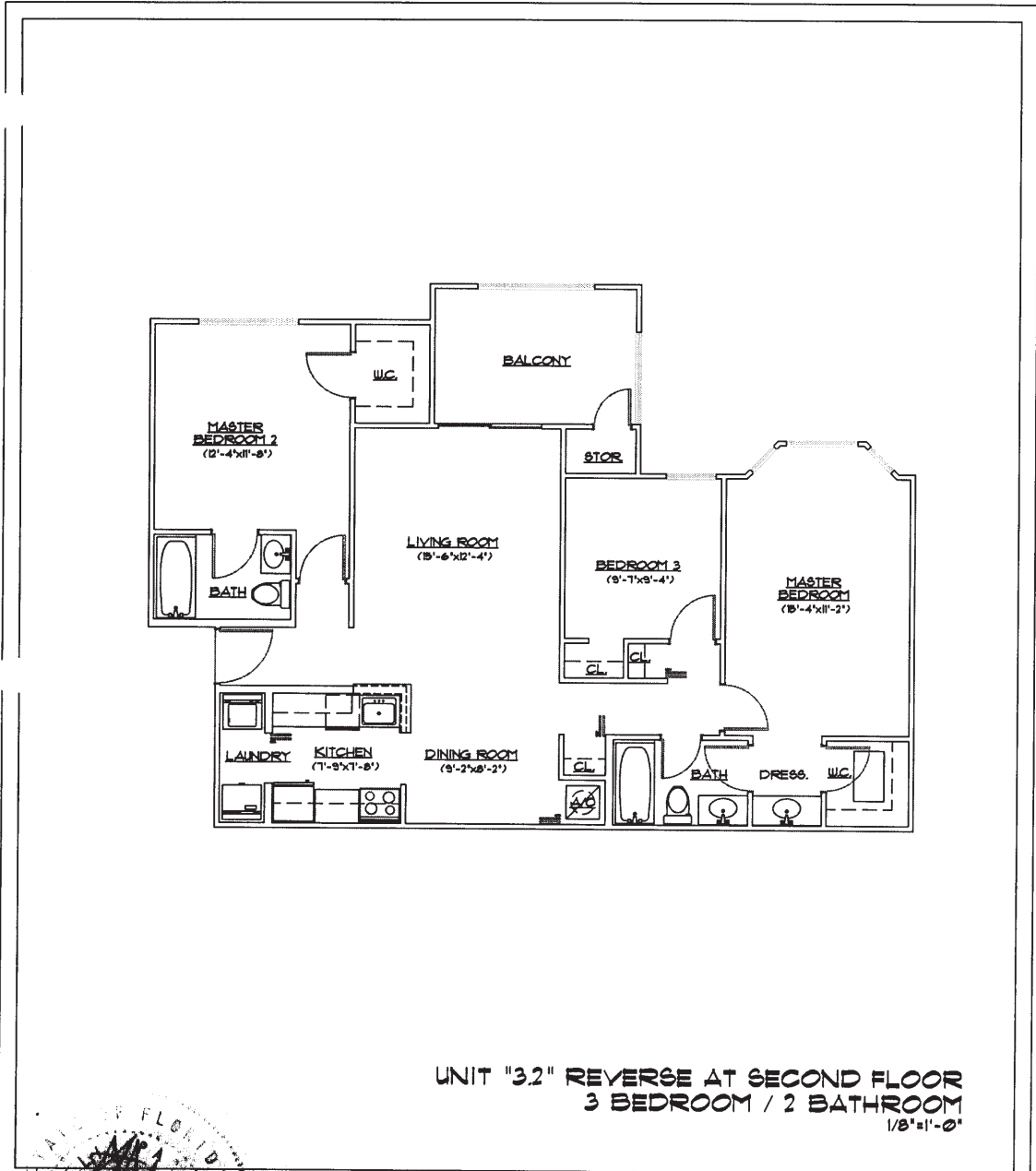


UNIT "3.2" REVERSE AT GROUND FLOOR  
 3 BEDROOM / 2 BATHROOM  
 1/8"=1'-0"

**IRON POND**  
**HOMEOWNERS ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 BROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 8455 S.W. 8th STREET, SUITE 206 - MIAMI, FLORIDA 33134  
 Phone: (305) 448-4888 Fax: (305) 448-7006 AA 0002478

Project No:	Date:
200526	OCTOBER 2005

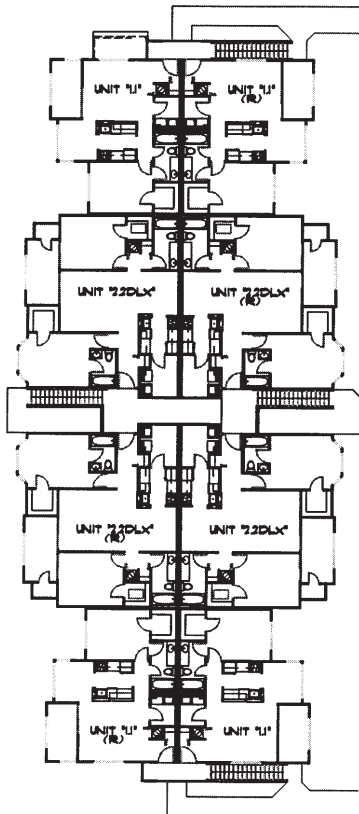


UNIT "3.2" REVERSE AT SECOND FLOOR  
 3 BEDROOM / 2 BATHROOM  
 1/8"=1'-0"

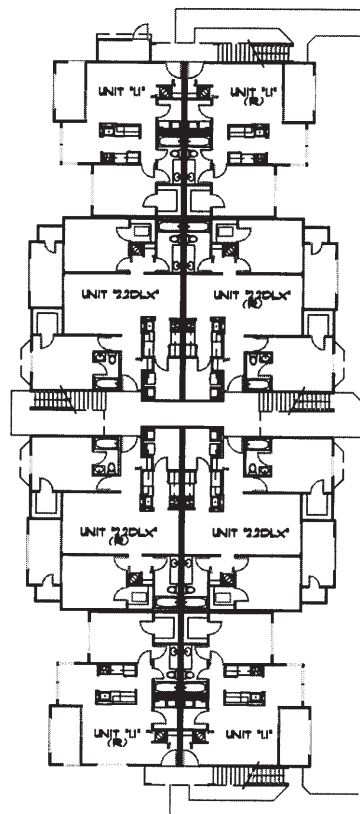
**IRON POND CONDOMINIUM ASSOCIATION**  
 Address: 8400 SW. 1st STREET  
 MIAMI, FLORIDA 33134  
 MIAMI, FLORIDA 33134

**FELIX PARDO & ASSOCIATES Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 8485 S.W. 8th STREET, SUITE 209 - MIAMI, FLORIDA, 33134  
 Phone: (305) 445-4555 Fax: (305) 445-1000 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	8,141 SQ.FT.
SECOND FLOOR AREA	8,141 SQ.FT.
TOTAL FLOOR AREA	16,282 SQ.FT.

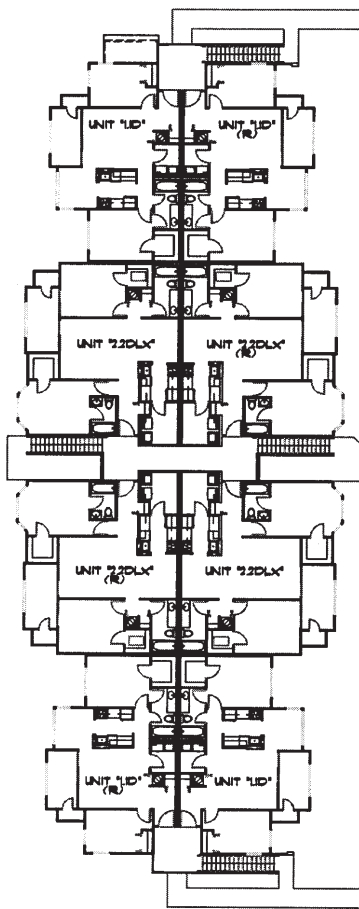


BUILDING TYPE "B"  
1"=30'

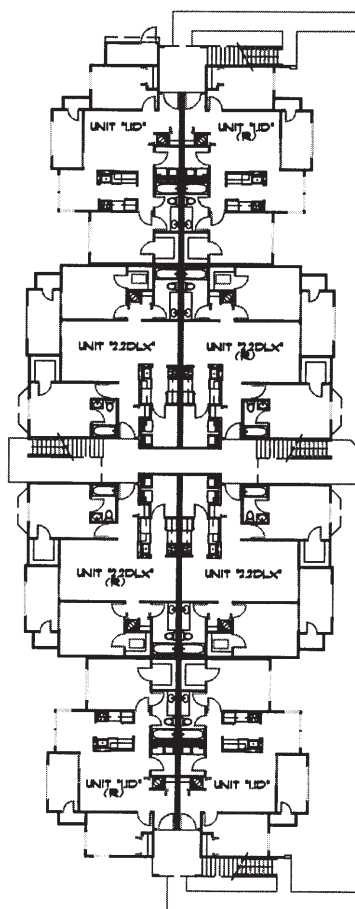
**SEBRON POND**  
**CONDOMINIUM ASSOCIATION**  
Address: 8400 SW. 1st STREET  
PEMBROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
5485 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 445-4555 Fax: (305) 445-7006 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	8,870 SQ.FT.
SECOND FLOOR AREA	8,870 SQ.FT.
TOTAL GROSS AREA	17,740 SQ.FT.



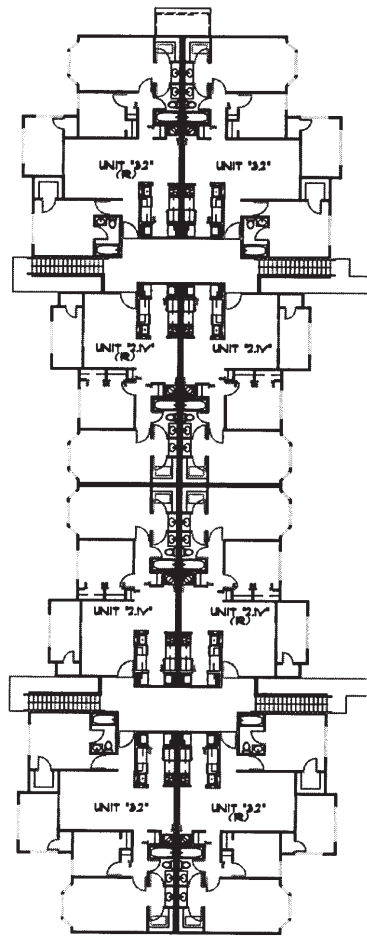
BUILDING TYPE "B1"  
1"=30'

**EMERALD POND**  
**CONDOMINIUM ASSOCIATION**  
Address: 8400 SW. 1st STREET  
EMBROKE PINES, FLORIDA

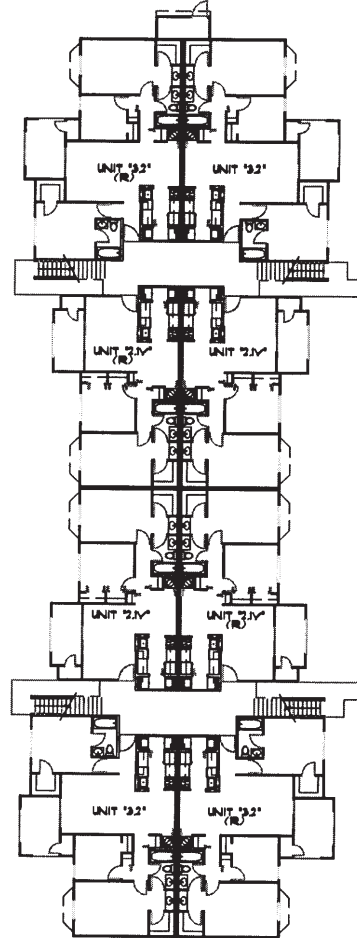
**FELIX PARDO & ASSOCIATES, Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 445-4555 Fax: (305) 445-7000 AA 0002478

Project No:  
200526

Date:  
OCTOBER 2005



SECOND FLOOR

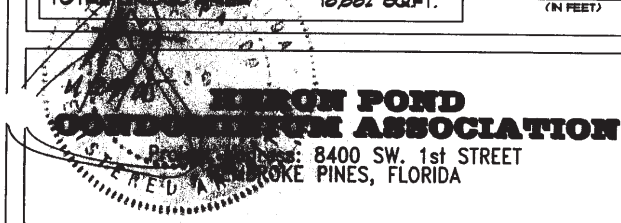


GROUND FLOOR

GROUND FLOOR AREA	9,441 SQ.FT.
SECOND FLOOR AREA	9,441 SQ.FT.
TOTAL AREA	18,882 SQ.FT.

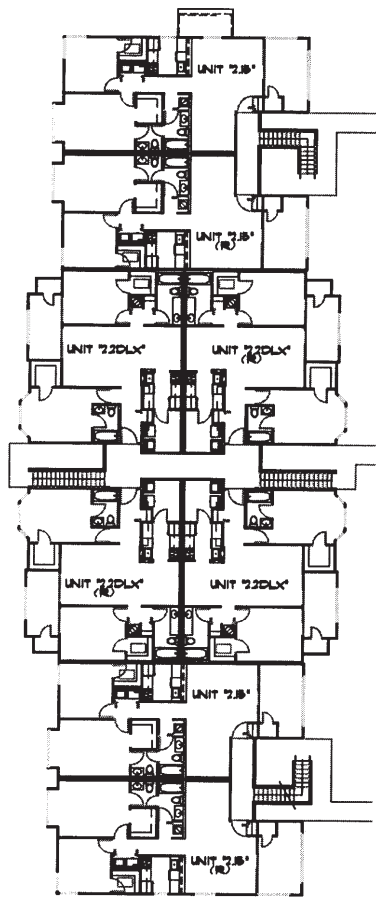


BUILDING TYPE "E"  
1"=30'

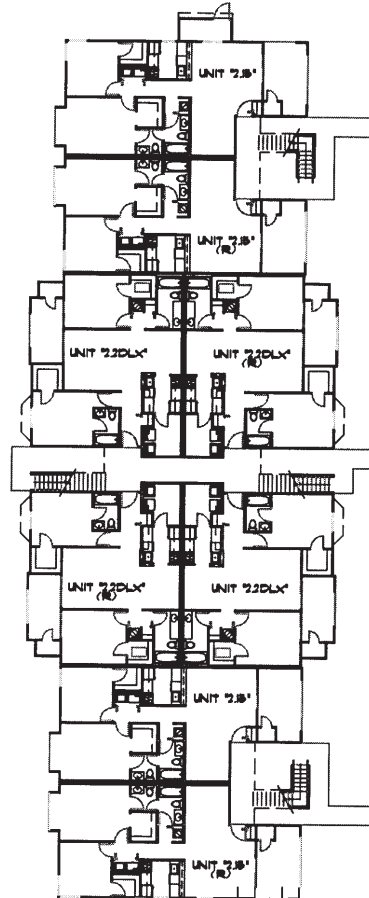


FELIX PARDO & ASSOCIATES, Inc.  
ARCHITECTURE / PLANNING / INTERIORS  
5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 448-4555 Fax: (305) 448-1000 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



SECOND FLOOR



GROUND FLOOR

GROUND FLOOR AREA	9,546 SQ.FT.
SECOND FLOOR AREA	9,546 SQ.FT.
TOTAL GROSS AREA	19,092 SQ.FT.

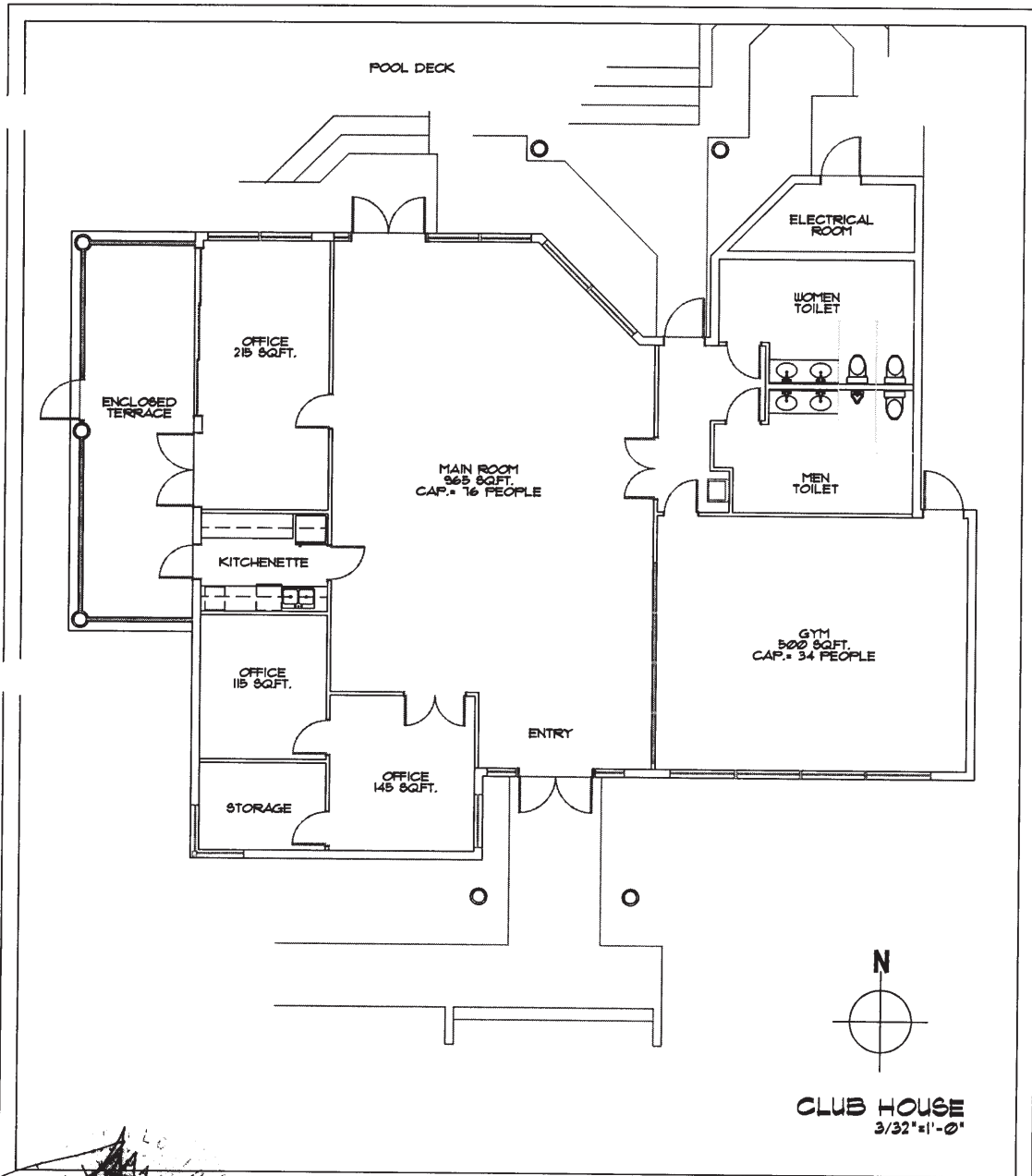


BUILDING TYPE "F"  
1"=30'

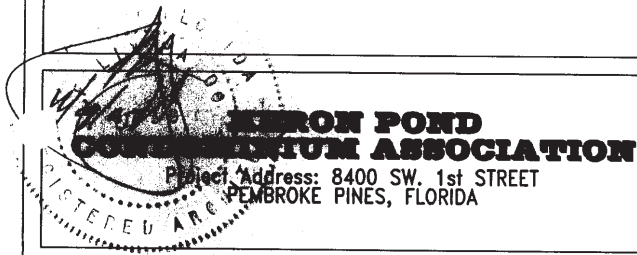
**HERON POND CONDOMINIUM ASSOCIATION**  
 Project Address: 8400 SW. 1st STREET  
 S.P.R.E. U.A. NEW ROCHE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
 ARCHITECTURE / PLANNING / INTERIORS  
 5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
 Phone: (305) 448-4555 Fax: (305) 448-1000 AA 0002478

Project No:	Date:
200526	OCTOBER 2005



**CLUB HOUSE**  
3/32"=1'-0"



**HERON POND  
CONDOMINIUM ASSOCIATION**

Project Address: 8400 SW. 1st STREET  
PEMBROKE PINES, FLORIDA

**FELIX PARDO & ASSOCIATES, Inc.**  
ARCHITECTURE / PLANNING / INTERIORS  
5455 S.W. 8th STREET, SUITE 205 - MIAMI, FLORIDA 33134  
Phone: (305) 448-4555 Fax: (305) 448-1006 AA 0002478

Project No:  
**200526**

Date:  
**OCTOBER 2005**

EXHIBIT "B"

**HERON POND CONDOMINIUM**

UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS AND  
UNDIVIDED INTEREST



EXHIBIT B  
HERON POND CONDOMINIUM  
UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS AND UNDIVIDED INTEREST

	Building #	Unit Number	Unit Type	Undivided Share in Common Elements
1	1(B)	101	A (1.1)	772/285752
2	1(B)	102	E (2.2 DLX)	1033/285752
3	1(B)	103	E (2.2 DLX)	1033/285752
4	1(B)	104	A (1.1)	772/285752
5	1(B)	105	A (1.1)	772/285752
6	1(B)	106	E (2.2 DLX)	1033/285752
7	1(B)	107	E (2.2 DLX)	1033/285752
8	1(B)	108	A (1.1)	772/285752
9	1(B)	201	A (1.1)	772/285752
10	1(B)	202	E (2.2 DLX)	1033/285752
11	1(B)	203	E (2.2 DLX)	1033/285752
12	1(B)	204	A (1.1)	772/285752
13	1(B)	205	A (1.1)	772/285752
14	1(B)	206	E (2.2 DLX)	1033/285752
15	1(B)	207	E (2.2 DLX)	1033/285752
16	1(B)	208	A (1.1)	772/285752
17	2(B)	101	A (1.1)	772/285752
18	2(B)	102	E (2.2 DLX)	1033/285752
19	2(B)	103	E (2.2 DLX)	1033/285752
20	2(B)	104	A (1.1)	772/285752
21	2(B)	105	A (1.1)	772/285752
22	2(B)	106	E (2.2 DLX)	1033/285752
23	2(B)	107	E (2.2 DLX)	1033/285752
24	2(B)	108	A (1.1)	772/285752
25	2(B)	201	A (1.1)	772/285752
26	2(B)	202	E (2.2 DLX)	1033/285752
27	2(B)	203	E (2.2 DLX)	1033/285752
28	2(B)	204	A (1.1)	772/285752
29	2(B)	205	A (1.1)	772/285752
30	2(B)	206	E (2.2 DLX)	1033/285752
31	2(B)	207	E (2.2 DLX)	1033/285752
32	2(B)	208	A (1.1)	772/285752
33	3(B-1)	101	B (1.1D)	860/285752
34	3(B-1)	102	E (2.2 DLX)	1033/285752
35	3(B-1)	103	E (2.2 DLX)	1033/285752
36	3(B-1)	104	B (1.1D)	860/285752
37	3(B-1)	105	B (1.1D)	860/285752
38	3(B-1)	106	E (2.2 DLX)	1033/285752
39	3(B-1)	107	E (2.2 DLX)	1033/285752
40	3(B-1)	108	B (1.1D)	860/285752
41	3(B-1)	201	B (1.1D)	860/285752
42	3(B-1)	202	E (2.2 DLX)	1033/285752
43	3(B-1)	203	E (2.2 DLX)	1033/285752
44	3(B-1)	204	B (1.1D)	860/285752

EXHIBIT B  
HERON POND CONDOMINIUM  
UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS AND UNDIVIDED INTEREST

45	3 (B-1)	205	B (1.1D)	860/285752
46	3 (B-1)	206	E (2.2 DLX)	1033/285752
47	3 (B-1)	207	E (2.2 DLX)	1033/285752
48	3 (B-1)	208	B (1.1D)	860/285752
49	4 (B)	101	A (1.1)	772/285752
50	4 (B)	102	E (2.2 DLX)	1033/285752
51	4 (B)	103	E (2.2 DLX)	1033/285752
52	4 (B)	104	A (1.1)	772/285752
53	4 (B)	105	A (1.1)	772/285752
54	4 (B)	106	E (2.2 DLX)	1033/285752
55	4 (B)	107	E (2.2 DLX)	1033/285752
56	4 (B)	108	A (1.1)	772/285752
57	4 (B)	201	A (1.1)	772/285752
58	4 (B)	202	E (2.2 DLX)	1033/285752
59	4 (B)	203	E (2.2 DLX)	1033/285752
60	4 (B)	204	A (1.1)	772/285752
61	4 (B)	205	A (1.1)	772/285752
62	4 (B)	206	E (2.2 DLX)	1033/285752
63	4 (B)	207	E (2.2 DLX)	1033/285752
64	4 (B)	208	A (1.1)	772/285752
65	5 (B)	101	A (1.1)	772/285752
66	5 (B)	102	E (2.2 DLX)	1033/285752
67	5 (B)	103	E (2.2 DLX)	1033/285752
68	5 (B)	104	A (1.1)	772/285752
69	5 (B)	105	A (1.1)	772/285752
70	5 (B)	106	E (2.2 DLX)	1033/285752
71	5 (B)	107	E (2.2 DLX)	1033/285752
72	5 (B)	108	A (1.1)	772/285752
73	5 (B)	201	A (1.1)	772/285752
74	5 (B)	202	E (2.2 DLX)	1033/285752
75	5 (B)	203	E (2.2 DLX)	1033/285752
76	5 (B)	204	A (1.1)	772/285752
77	5 (B)	205	A (1.1)	772/285752
78	5 (B)	206	E (2.2 DLX)	1033/285752
79	5 (B)	207	E (2.2 DLX)	1033/285752
80	5 (B)	208	A (1.1)	772/285752
81	6 (B-1)	101	B (1.1D)	860/285752
82	6 (B-1)	102	E (2.2 DLX)	1033/285752
83	6 (B-1)	103	E (2.2 DLX)	1033/285752
84	6 (B-1)	104	B (1.1D)	860/285752
85	6 (B-1)	105	B (1.1D)	860/285752
86	6 (B-1)	106	E (2.2 DLX)	1033/285752
87	6 (B-1)	107	E (2.2 DLX)	1033/285752
88	6 (B-1)	108	B (1.1D)	860/285752
89	6 (B-1)	201	B (1.1D)	860/285752
90	6 (B-1)	202	E (2.2 DLX)	1033/285752

EXHIBIT B  
HERON POND CONDOMINIUM  
UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS AND UNDIVIDED INTEREST

91	6(B-1)	203	E (2.2 DLX)	1033/285752
92	6(B-1)	204	B (1.1D)	860/285752
93	6(B-1)	205	B (1.1D)	860/285752
94	6(B-1)	206	E (2.2 DLX)	1033/285752
95	6(B-1)	207	E (2.2 DLX)	1033/285752
96	6(B-1)	208	B (1.1D)	860/285752
97	7(B)	101	A (1.1)	772/285752
98	7(B)	102	E (2.2 DLX)	1033/285752
99	7(B)	103	E (2.2 DLX)	1033/285752
100	7(B)	104	A (1.1)	772/285752
101	7(B)	105	A (1.1)	772/285752
102	7(B)	106	E (2.2 DLX)	1033/285752
103	7(B)	107	E (2.2 DLX)	1033/285752
104	7(B)	108	A (1.1)	772/285752
105	7(B)	201	A (1.1)	772/285752
106	7(B)	202	E (2.2 DLX)	1033/285752
107	7(B)	203	E (2.2 DLX)	1033/285752
108	7(B)	204	A (1.1)	772/285752
109	7(B)	205	A (1.1)	772/285752
110	7(B)	206	E (2.2 DLX)	1033/285752
111	7(B)	207	E (2.2 DLX)	1033/285752
112	7(B)	208	A (1.1)	772/285752
113	8(F)	101	D (2.15)	954/285752
114	8(F)	102	D (2.15)	954/285752
115	8(F)	103	E (2.2 DLX)	1033/285752
116	8(F)	104	E (2.2 DLX)	1033/285752
117	8(F)	105	D (2.15)	954/285752
118	8(F)	106	D (2.15)	954/285752
119	8(F)	107	E (2.2 DLX)	1033/285752
120	8(F)	108	E (2.2 DLX)	1033/285752
121	8(F)	201	D (2.15)	954/285752
122	8(F)	202	D (2.15)	954/285752
123	8(F)	203	E (2.2 DLX)	1033/285752
124	8(F)	204	E (2.2 DLX)	1033/285752
125	8(F)	205	D (2.15)	954/285752
126	8(F)	206	D (2.15)	954/285752
127	8(F)	207	E (2.2 DLX)	1033/285752
128	8(F)	208	E (2.2 DLX)	1033/285752
129	9(F)	101	D (2.15)	954/285752
130	9(F)	102	D (2.15)	954/285752
131	9(F)	103	E (2.2 DLX)	1033/285752
132	9(F)	104	E (2.2 DLX)	1033/285752
133	9(F)	105	D (2.15)	954/285752
134	9(F)	106	D (2.15)	954/285752
135	9(F)	107	E (2.2 DLX)	1033/285752

EXHIBIT B  
HERON POND CONDOMINIUM  
UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS AND UNDIVIDED INTEREST

136	9 (F)	108	E (2.2 DLX)	1033/285752
137	9 (F)	201	D (2.15)	954/285752
138	9 (F)	202	D (2.15)	954/285752
139	9 (F)	203	E (2.2 DLX)	1033/285752
140	9 (F)	204	E (2.2 DLX)	1033/285752
141	9 (F)	205	D (2.15)	954/285752
142	9 (F)	206	D (2.15)	954/285752
143	9 (F)	207	E (2.2 DLX)	1033/285752
144	9 (F)	208	E (2.2 DLX)	1033/285752
145	10 (B-1)	101	B (1.1D)	860/285752
146	10 (B-1)	102	E (2.2 DLX)	1033/285752
147	10 (B-1)	103	E (2.2 DLX)	1033/285752
148	10 (B-1)	104	B (1.1D)	860/285752
149	10 (B-1)	105	B (1.1D)	860/285752
150	10 (B-1)	106	E (2.2 DLX)	1033/285752
151	10 (B-1)	107	E (2.2 DLX)	1033/285752
152	10 (B-1)	108	B (1.1D)	860/285752
153	10 (B-1)	201	B (1.1D)	860/285752
154	10 (B-1)	202	E (2.2 DLX)	1033/285752
155	10 (B-1)	203	E (2.2 DLX)	1033/285752
156	10 (B-1)	204	B (1.1D)	860/285752
157	10 (B-1)	205	B (1.1D)	860/285752
158	10 (B-1)	206	E (2.2 DLX)	1033/285752
159	10 (B-1)	207	E (2.2 DLX)	1033/285752
160	10 (B-1)	208	B (1.1D)	860/285752
161	11 (F)	101	D (2.15)	954/285752
162	11 (F)	102	D (2.15)	954/285752
163	11 (F)	103	E (2.2 DLX)	1033/285752
164	11 (F)	104	E (2.2 DLX)	1033/285752
165	11 (F)	105	D (2.15)	954/285752
166	11 (F)	106	D (2.15)	954/285752
167	11 (F)	107	E (2.2 DLX)	1033/285752
168	11 (F)	108	E (2.2 DLX)	1033/285752
169	11 (F)	201	D (2.15)	954/285752
170	11 (F)	202	D (2.15)	954/285752
171	11 (F)	203	E (2.2 DLX)	1033/285752
172	11 (F)	204	E (2.2 DLX)	1033/285752
173	11 (F)	205	D (2.15)	954/285752
174	11 (F)	206	D (2.15)	954/285752
175	11 (F)	207	E (2.2 DLX)	1033/285752
176	11 (F)	208	E (2.2 DLX)	1033/285752
177	12 (B)	101	A (1.1)	772/285752
178	12 (B)	102	E (2.2 DLX)	1033/285752
179	12 (B)	103	E (2.2 DLX)	1033/285752
180	12 (B)	104	A (1.1)	772/285752
181	12 (B)	105	A (1.1)	772/285752

EXHIBIT B  
HERON POND CONDOMINIUM  
UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS AND UNDIVIDED INTEREST

182	12 (B)	106	E (2.2 DLX)	1033/285752
183	12 (B)	107	E (2.2 DLX)	1033/285752
184	12 (B)	108	A (1.1)	772/285752
185	12 (B)	201	A (1.1)	772/285752
186	12 (B)	202	E (2.2 DLX)	1033/285752
187	12 (B)	203	E (2.2 DLX)	1033/285752
188	12 (B)	204	A (1.1)	772/285752
189	12 (B)	205	A (1.1)	772/285752
190	12 (B)	206	E (2.2 DLX)	1033/285752
191	12 (B)	207	E (2.2 DLX)	1033/285752
192	12 (B)	208	A (1.1)	772/285752
193	13 (E)	101	F (3.2)	1113/285752
194	13 (E)	102	C (2.1V)	836/285752
195	13 (E)	103	C (2.1V)	836/285752
196	13 (E)	104	F (3.2)	1113/285752
197	13 (E)	105	F (3.2)	1113/285752
198	13 (E)	106	C (2.1V)	836/285752
199	13 (E)	107	C (2.1V)	836/285752
200	13 (E)	108	F (3.2)	1113/285752
201	13 (E)	201	F (3.2)	1113/285752
202	13 (E)	202	C (2.1V)	836/285752
203	13 (E)	203	C (2.1V)	836/285752
204	13 (E)	204	F (3.2)	1113/285752
205	13 (E)	205	F (3.2)	1113/285752
206	13 (E)	206	C (2.1V)	836/285752
207	13 (E)	207	C (2.1V)	836/285752
208	13 (E)	208	F (3.2)	1113/285752
209	14 (E)	101	F (3.2)	1113/285752
210	14 (E)	102	C (2.1V)	836/285752
211	14 (E)	103	C (2.1V)	836/285752
212	14 (E)	104	F (3.2)	1113/285752
213	14 (E)	105	F (3.2)	1113/285752
214	14 (E)	106	C (2.1V)	836/285752
215	14 (E)	107	C (2.1V)	836/285752
216	14 (E)	108	F (3.2)	1113/285752
217	14 (E)	201	F (3.2)	1113/285752
218	14 (E)	202	C (2.1V)	836/285752
219	14 (E)	203	C (2.1V)	836/285752
220	14 (E)	204	F (3.2)	1113/285752
221	14 (E)	205	F (3.2)	1113/285752
222	14 (E)	206	C (2.1V)	836/285752
223	14 (E)	207	C (2.1V)	836/285752
224	14 (E)	208	F (3.2)	1113/285752
225	15 (E)	101	F (3.2)	1113/285752
226	15 (E)	102	C (2.1V)	836/285752
227	15 (E)	103	C (2.1V)	836/285752

EXHIBIT B  
HERON POND CONDOMINIUM  
UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS AND UNDIVIDED INTEREST

228	15 (E)	104	F (3.2)	1113/285752
229	15 (E)	105	F (3.2)	1113/285752
230	15 (E)	106	C (2.1V)	836/285752
231	15 (E)	107	C (2.1V)	836/285752
232	15 (E)	108	F (3.2)	1113/285752
233	15 (E)	201	F (3.2)	1113/285752
234	15 (E)	202	C (2.1V)	836/285752
235	15 (E)	203	C (2.1V)	836/285752
236	15 (E)	204	F (3.2)	1113/285752
237	15 (E)	205	F (3.2)	1113/285752
238	15 (E)	206	C (2.1V)	836/285752
239	15 (E)	207	C (2.1V)	836/285752
240	15 (E)	208	F (3.2)	1113/285752
241	16 (F)	101	D (2.15)	954/285752
242	16 (F)	102	D (2.15)	954/285752
243	16 (F)	103	E (2.2 DLX)	1033/285752
244	16 (F)	104	E (2.2 DLX)	1033/285752
245	16 (F)	105	D (2.15)	954/285752
246	16 (F)	106	D (2.15)	954/285752
247	16 (F)	107	E (2.2 DLX)	1033/285752
248	16 (F)	108	E (2.2 DLX)	1033/285752
249	16 (F)	201	D (2.15)	954/285752
250	16 (F)	202	D (2.15)	954/285752
251	16 (F)	203	E (2.2 DLX)	1033/285752
252	16 (F)	204	E (2.2 DLX)	1033/285752
253	16 (F)	205	D (2.15)	954/285752
254	16 (F)	206	D (2.15)	954/285752
255	16 (F)	207	E (2.2 DLX)	1033/285752
256	16 (F)	208	E (2.2 DLX)	1033/285752
257	17 (B)	101	A (1.1)	772/285752
258	17 (B)	102	E (2.2 DLX)	1033/285752
259	17 (B)	103	E (2.2 DLX)	1033/285752
260	17 (B)	104	A (1.1)	772/285752
261	17 (B)	105	A (1.1)	772/285752
262	17 (B)	106	E (2.2 DLX)	1033/285752
263	17 (B)	107	E (2.2 DLX)	1033/285752
264	17 (B)	108	A (1.1)	772/285752
265	17 (B)	201	A (1.1)	772/285752
266	17 (B)	202	E (2.2 DLX)	1033/285752
267	17 (B)	203	E (2.2 DLX)	1033/285752
268	17 (B)	204	A (1.1)	772/285752
269	17 (B)	205	A (1.1)	772/285752
270	17 (B)	206	E (2.2 DLX)	1033/285752
271	17 (B)	207	E (2.2 DLX)	1033/285752
272	17 (B)	208	A (1.1)	772/285752
273	18 (B)	101	A (1.1)	772/285752

EXHIBIT B  
HERON POND CONDOMINIUM  
UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS AND UNDIVIDED INTEREST

274	18 (B)	102	E (2.2 DLX)	1033/285752
275	18 (B)	103	E (2.2 DLX)	1033/285752
276	18 (B)	104	A (1.1)	772/285752
277	18 (B)	105	A (1.1)	772/285752
278	18 (B)	106	E (2.2 DLX)	1033/285752
279	18 (B)	107	E (2.2 DLX)	1033/285752
280	18 (B)	108	A (1.1)	772/285752
281	18 (B)	201	A (1.1)	772/285752
282	18 (B)	202	E (2.2 DLX)	1033/285752
283	18 (B)	203	E (2.2 DLX)	1033/285752
284	18 (B)	204	A (1.1)	772/285752
285	18 (B)	205	A (1.1)	772/285752
286	18 (B)	206	E (2.2 DLX)	1033/285752
287	18 (B)	207	E (2.2 DLX)	1033/285752
288	18 (B)	208	A (1.1)	772/285752
289	19 (B)	101	A (1.1)	772/285752
290	19 (B)	102	E (2.2 DLX)	1033/285752
291	19 (B)	103	E (2.2 DLX)	1033/285752
292	19 (B)	104	A (1.1)	772/285752
293	19 (B)	105	A (1.1)	772/285752
294	19 (B)	106	E (2.2 DLX)	1033/285752
295	19 (B)	107	E (2.2 DLX)	1033/285752
296	19 (B)	108	A (1.1)	772/285752
297	19 (B)	201	A (1.1)	772/285752
298	19 (B)	202	E (2.2 DLX)	1033/285752
299	19 (B)	203	E (2.2 DLX)	1033/285752
300	19 (B)	204	A (1.1)	772/285752
301	19 (B)	205	A (1.1)	772/285752
302	19 (B)	206	E (2.2 DLX)	1033/285752
303	19 (B)	207	E (2.2 DLX)	1033/285752
304	19 (B)	208	A (1.1)	772/285752

EXHIBIT "C"

**HERON POND CONDOMINIUM**

ARTICLES OF INCORPORATION OF  
HERON POND  
CONDOMINIUM ASSOCIATION, INC.



**ARTICLES OF INCORPORATION  
OF  
HERON POND CONDOMINIUM ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT FOR PROFIT**

The undersigned incorporators by these articles associate themselves for the purpose of forming a corporation not for profit under the laws of the State of Florida, and adopt the following articles of incorporation.

**ARTICLE I: NAME**

The name of this corporation is HERON POND CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "association," these articles of incorporation as the "articles," and the bylaws of the association as the "bylaws."

**ARTICLE II. PURPOSE**

This association is organized for the purpose of providing an entity under the Florida Condominium Act ("the Act") for the operation of a condominium located in Broward County, Florida and known as: **HERON POND CONDOMINIUM**, created under the declaration of condominium ("the Declaration").

**ARTICLE III. TERM OF EXISTENCE**

The corporation is to exist perpetually.

**ARTICLE IV. INITIAL REGISTERED OFFICE  
AND REGISTERED AGENT**

The street address of the initial registered office and registered agent of this corporation in the State of Florida shall be:

OMAR A. HERNANDEZ  
1200 PONCE DE LEON BLVD  
MIAMI FL 33134 US

**ARTICLE V. PRINCIPAL MAILING ADDRESS**

1200 PONCE DE LEON BLVD.  
MIAMI, FL 33134

**ARTICLE VI. FIRST BOARD OF DIRECTORS**

The number of persons constituting the first board of directors shall be three and their names and addresses are as follows:

Name	Address
ODALYS BODE / PRESIDENT	1200 PONCE DE LEON BLVD. MIAMI, FL 33134

COLLEEN DAVIDSON / VICE PRESIDENT	1200 PONCE DE LEON BLVD. MIAMI, FL 33134
GERARDO PALACIOS / SECRETARY	1200 PONCE DE LEON BLVD. MIAMI, FL 33134

The name and address of the incorporator to these articles is as follows:

Name	Address
Richard Bec	ARAN CORREA GUARCH & SHAPIRO, P.A. 255 UNIVERSITY DRIVE CORAL GABLES, FLORIDA 33134

**ARTICLE VII. MANNER OF ELECTION**

The manner in which the directors are to be elected or appointed, and/or the qualification of members and the manner of their admission, is as stated in the minutes and by laws.

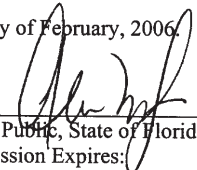
IN WITNESS WHEREOF the undersigned incorporator has executed these articles of incorporation on this 7 day of February 2006.

  
\_\_\_\_\_  
Richard Bec, Incorporator

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI DADE    )

Before me, the undersigned authority, personally appeared Richard Bec, who is personally known to me, and who has sworn and says that the foregoing is true.

Sworn to and subscribed before me this 7 day of February, 2006.

  
\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission Expires:

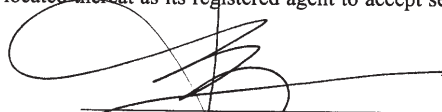


**DESIGNATION AND ACCEPTANCE**

**OF**

**REGISTERED AGENT**

In pursuance of Section 48.091 and Chapter 607, Florida Statutes, HERON POND CONDOMINIUM ASSOCIATION, INC. having filed its Articles of Incorporation contemporaneously herewith, with its registered offices as indicated therein at 1200 PONCE DE LEON BLVD., MIAMI, FL 33134, has named Omar A. Hernandez located thereat as its registered agent to accept service of process within this state.

  
\_\_\_\_\_  
Richard Bec, Incorporator

Having been named as registered agent to accept service of process for the above-stated corporation, at the location designated herein, I hereby accept the appointment to act in this capacity, and agree to comply with the laws of Florida applicable thereto.

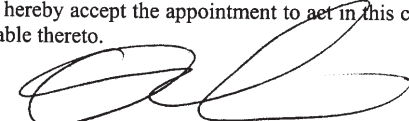
  
\_\_\_\_\_  
Omar A. Hernandez, Registered Agent

EXHIBIT "D"

**HERON POND CONDOMINIUM**

BY-LAWS OF  
HERON POND  
CONDOMINIUM ASSOCIATION, INC.

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BYLAWS  
OF  
HERON POND  
CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the Bylaws of HERON POND CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the state of Florida ("the Association"), organized for the purpose of operating that certain condominium located in Pembroke Pines, Florida, and known as HERON POND CONDOMINIUM ("the Condominium").

1.1 Principal Office. The principal office of the Association shall be at 8400 S.W. 1<sup>st</sup> Street, Pembroke Pines, Florida 33025 or at such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

1.4 Definitions. For convenience, these Bylaws shall be referred to as "the Bylaws"; the Articles of Incorporation of the Association as "the Articles"; and the Declaration of Condominium for the Condominium as "the Declaration." The other terms used in these Bylaws shall have the same definitions and meanings as those in F.S. Chapter 718, the Condominium Act ("the Act"), as well as those in the Declaration and the Articles, unless otherwise provided in these Bylaws or unless the context otherwise requires.

II. MEETINGS OF MEMBERS AND VOTING

2.1 Annual Meeting. The annual meeting of the members shall be held within 100 days of the recordation of Declaration of Condominium and every November thereafter. The place and time determined by the Board of Directors. There shall be an annual meeting every calendar year. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of a written request from at least 10% of the voting interests of the Association. Requests for a meeting by the members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting. The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(e), concerning budget meetings; F.S. 718.112(2)(j), concerning recall; F.S. 718.112(2)(f), concerning budget reserves; and F.S. 718.301(1)-(2), concerning election of Directors by Unit Owners other than the Developer.

2.3 Notice of Annual Meeting. The members of the board shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided by Florida chapter 718. Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to a vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board must give written notice to the association not less than 40 days before a scheduled election. Together with the written notice and agenda, the association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the association shall include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of member of the board. No unit owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid, provided any unit owner who violates this provision may be fined by the association in accordance with Fla. Stat. §718.303. Additionally the association shall further provide written notice of the annual meeting mailed or hand delivered to each Unit Owner at least 14 days and not more than 34 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium property at least 14 continuous days before the annual meeting. An Officer of the Association shall provide an Affidavit or United States Post Office Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owner at the address that appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of Budget Meeting. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the association a notice and a copy of the proposed annual budget, not less than 14 days before the meeting at which the Board will consider the budget.

2.6 Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than 10 days nor more than 60 days from the date the notice of the meeting is given.

2.7 Notice of Meeting to Elect Nondeveloper Directors. Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board of directors of the Association, the Association shall call an election for the members of the board of directors, and shall give at least 60 days notice thereof.

2.8 Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

2.9 Voting.

a. Number of Votes. In any meeting of members, each Unit shall have one voting interest. The vote of a Unit is not divisible.

b. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.10 Membership-Designation of Voting Member. Persons or entities shall become members of the Association on the acquisition of fee title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association in its official records.

2.11 Proxies. Unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Florida Statutes §718.112; for votes taken to amend the Declaration pursuant to Fla. Statutes §718.110; for votes taken to amend the Articles of Incorporation or By-laws pursuant to Fla. Statutes §718.112; and for any other matter for which chapter 718 of the Florida Statutes requires or permits a vote of the unit owners. No proxies, limited or general, shall be used in the election of Board Members. General proxies may be used for other matters for which limited proxies are not required, and may also be used for voting non-substantive changes

to items which a limited proxy is required and given. Notwithstanding, all of the above stated, unit owners may vote in person and unit owner's meetings. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Unit owner executing it. Notwithstanding, the Association must provide at a minimum a financial report.

2.12 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that when meetings have been called to consider the enactment of a budget to replace a proposed budget that exceeds 115% of the assessments for the preceding year, the meetings may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.13 Waiver of Notice. Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.14 Action by Members Without a Meeting. Unit owners may take action by written agreement without a meeting on matters for which action by written agreement without meeting is expressly allowed by the Bylaws, Declaration or a Florida Statute that provides for such action, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles, or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that shall not be considered.

2.15 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Board members. The minutes shall be retained by the Association for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

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

- a. Call to order.

- b. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside.
- c. Collect and acknowledge receipt of all election ballots.
- d. Distribute blank ballots to all eligible voters who have not cast their votes.
- e. Calling of the roll, certifying of proxies, determination of a quorum.
- f. Proof of notice of meeting or waiver of notice.
- g. Reading and disposal of any unapproved minutes.
- h. Reports of Officers.
- i. Reports of committees.
- j. Appointment of inspectors of election.
- k. Election of Directors.
- l. Unfinished business.
- m. New business.
- n. Adjournment.

2.17 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

- a. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.
- b. Merger of two or more independent condominiums of a single complex to form a single condominium.
- c. Purchase of land or recreation lease.
- d. Cancellation of grants or reservations made by the Declaration, a lease, or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners other than the Developer, that provides for operation, maintenance, or management of the Condominium Association or property serving the Unit Owners.
- e. Exercise of option to purchase recreational or other commonly used facilities

lease.

- f. Providing no reserves, or less than adequate reserves.
- g. Recall of members of Board of Directors.
- h. Other matters contained in the Declaration, the Articles, Bylaws and Chapter 718 Florida Statutes and the rules promulgated thereof that specifically require a vote of the members.

2.18 Handling of Written Inquiries. When a unit owner files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

### III. DIRECTORS

3.1 Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Board may decide. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners, tenants residing in the Condominium, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet those requirements. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for board membership. The validity of an action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony.

3.2 Election of Directors. Directors shall be elected at the annual meeting in the following manner:

- a. The Board of Directors shall be elected by written ballot or voting machine.

b. Proxies shall in no event be used in electing the board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless a majority of the total voting interests affirmatively vote to provide different voting and election procedures in these bylaws. This vote may be made by a proxy specifically delineating the different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

c. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than 60 days before the scheduled election. Any unit owner or other eligible person desiring to be a candidate for the board must give written notice to the association not less than 40 days before a scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official records of the association at least 14 days prior to the annual meeting, a second notice of the election, which notice must also include an agenda, and a ballot which lists all candidates. Upon request of a candidate, the Association shall include with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association, an information sheet, no larger than 8 ½ inches by 11 inches, which must have been timely submitted by the candidate no less than 35 days prior to the scheduled election. The Association has no liability for the contents of the information sheets prepared by the candidates. In an effort to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The Division shall by rule establish voting procedures consistent with the provisions contained in chapter 718 of the Florida Statutes including rules providing for the secrecy of ballots. The second notice and accompanying documents shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No unit owner shall permit any other person to vote his or her ballot, and any such ballots improperly cast shall be deemed invalid. Any unit owner violating this provision may be fined by the Association in accordance with F.S. 718.303. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the board, as set forth in F.S. 718.112(2)(d)3.

3.3 Term. Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until he or she is removed in the manner provided in section 3.5. However, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, the members may vote to create classes of directorships having a term of one, two, or three years so that a system of staggered terms will be initiated.

3.4 Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.5 Removal. Subject to chapter 718, Florida Statutes and the rules promulgated thereof, any Director may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners may be called for this purpose by 10% of the voting interests on giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the special meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. No Director shall continue to serve on the Board if, during the Board member's term of office, the Board member's membership in the Association is terminated for any reason.

3.6 Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.

3.7 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within 10 days of the election at a place and time that shall be fixed by the Directors at the meeting at which they were elected. Adequate notice of said meeting as with all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency.

3.8 Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone, or telegraph at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency.

3.10 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when the Director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Quorum. A quorum at the meetings of the Directors shall consist of a majority



of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws.

3.12 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted at a subsequent properly noticed meeting. A copy of the notice of the meeting, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency. If there is no condominium property or Association property upon which notices can be posted, notices of board meetings shall be mailed or delivered at least 14 days before the meeting to the owner of each unit.

3.13 No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.

3.14 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against the action or abstains from voting because of an asserted conflict of interest.

3.15 Joinder in Meeting by Approval of Minutes. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Director did not attend, but the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum.

3.16 Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.17 Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend, observe, and speak with reference to all designated agenda items. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.18 Presiding Officer. The presiding Officer at Board meetings shall be the President or, in his or her absence, the Vice President, and in his or her absence, the Directors present shall designate any one of their number to preside.

3.19 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association

shall retain these minutes for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

3.20 Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of three or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (1) determine the common expenses required for the operation of the Condominium; (2) determine the assessments payable by the Unit Owners to meet the common expenses of the Condominium; (3) adopt or amend rules and regulations covering the details of the operation and use of the Common Elements; (4) purchase, lease, or otherwise acquire Units in the Condominium in the name of the Association; (5) approve any actions or proposals required by the Act, the Declaration, the Articles, or these Bylaws to be approved by Unit Owners; or (6) fill vacancies on the Board of Directors. Meetings of the executive committee shall be open to Unit Owners and shall be noticed in the same manner as a regular board meeting.

3.21 Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.22 Order of Business. The order of business at meetings of Directors shall be:

- a. Calling of roll.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of Officers and committees.
- e. Unfinished business.
- f. New business.
- g. Adjournment.

3.23 Election of Directors by Unit Owners Other than Developer. Unit owners other than the developer are entitled to elect a member or members of the Board of Directors of the Association, under the following schedule:

- a. When Unit Owners other than the Developer own 15% or more of the units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one third of the members of the Board of Directors of the Association.

b. Unit Owners other than the Developer are entitled to elect a majority of the members of the Board of Directors of the Association on the earliest of the following events:

1. Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

2. Three months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

3. When all the units that will be operated ultimately by the Association have been completed, some of them have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business.

4. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

5. Seven years after recordation of the Declaration of Condominium, or, in the case of an Association that may ultimately operate more than one Condominium, seven years after recordation of the Declaration for the first Condominium it operates, or, in the case of an Association operating a phase condominium created under F.S. 718.403, seven years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% in condominiums with fewer than 500 units, or 2% in condominiums with more than 500 units, of the units in a Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

3.24 Relinquishment of Control. At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously, or for the purposes of financial records and information not more than 90 days thereafter, the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act. Nothing contained in these Bylaws shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this subsection.

3.25 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner

prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly-constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

#### IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management, and Operation of Condominium Property.

4.2 Contract, Sue, or be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities.

4.3 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

4.4 Make and Collect Assessments.

4.5 Lease, Maintain, Repair, and Replace the Common Elements.

4.6 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.7 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

4.8 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

4.9 Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association on the approval of two thirds of the voting interests of the Association.

4.10 Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire leaseholds, memberships, and other possessory or use interest in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium property or not if (1) they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners and (2) if they exist or are created at the time the Declaration was recorded and are fully stated and described in the Declaration.

4.11 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.12 Authorize Certain Amendments. If it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the voting interests.

4.13 Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common elements, common areas, and recreational facilities serving the Condominium.

4.14 Maintain Official Records. The Association shall maintain all of the records, when applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

4.15 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property.

4.16 Furnish Annual Financial Reports to Members.

4.17 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.18 Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Condominium parcel.

4.19 Pay Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association.

4.20 Approve or Disapprove Unit Transfer and Impose Fee. The Association may charge a preset fee of up to \$100 in connection with the approval or disapproval of any proposed mortgage, lease, sublease, sale, or other transfer of a Unit in the Condominium as provided in the Declaration.

4.21 Contract for Operation, Maintenance, and Management of the Condominium.

4.22 Pay Taxes or Assessments Against the Common Elements or Association Property.

4.23 Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

4.24 Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

4.25 Impose Fines. The Board of Directors may impose fines on Unit Owners in reasonable sums as the Board may deem appropriate, not to exceed \$100.00 for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations, by Owners, their guests, invitees, or tenants. See 7.9.

4.26 Suspend Approval for Delinquent Unit Owner. The Board of Directors may disapprove the prospective tenant of any Unit Owner as long as the Unit Owner is delinquent in the payment of assessments for Common Expenses.

4.27 Authorize Private Use of the Common Elements. The Board of Directors may authorize Unit Owners or others to use portions of the Common Elements, such as social rooms and meetings rooms, for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner.

4.28 Repair or Reconstruct Improvements After Casualties.

4.29 Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the association board as evidence of compliance of the condominium units to the applicable fire and life safety code.

4.30 Limited power to convey common elements. The association shall have the limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right of way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

4.31 Certificate of Compliance. The Association's Board may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium Units to the applicable fire and life safety code.

## V. OFFICERS

5.1 Executive Officers. The executive Officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary. The Officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also

be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive Officer of the Association. He or she shall have all of the powers and duties that usually are vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.

5.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall support the Secretary and shall perform the Secretary's duties in the Secretary's absence.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, that, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation. The compensation, if any, of all Officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude contracting with a Director for the management of the Condominium.

## VI. FISCAL MANAGEMENT

6.1 Board Adoption of Budget. The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget Requirements. The proposed annual budget of common expenses shall

be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- a. Administration of the Association.
- b. Management fees.
- c. Maintenance.
- d. Rent for recreational and other commonly used facilities.
- e. Taxes on Association property.
- f. Taxes on leased areas.
- g. Insurance.
- h. Security provisions.
- i. Other expenses.
- j. Operating capital.
- k. Fees payable to the Division of Florida Land Sales, Condominiums, and Mobile Homes.

l. Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on estimated remaining useful life and estimated replacement cost of each reserve item. Reserves must be included in the proposed annual budget but may be waived or reduced from the final budget if by vote of the majority of the members present at a duly called meeting of the Association they shall determine for one fiscal year to waive or reduce the reserves to less adequate than required by F.S. 718.112(2)(f). If a meeting of the Unit Owners has been called to determine to waive or reduce the reserves to less adequate than required, and the result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. The vote to waive or reduce reserves must be taken each fiscal year.

6.3 Notice of Budget Meeting. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

6.4 Member Rejection of Excessive Budget. If a board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption



of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the meeting. An officer or manager of the association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed among the official records of the association. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests unless the bylaws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the board shall take effect as scheduled.

6.5 Alternative Budget Adoption by Members. At its option, for any fiscal year, the Board of Directors may propose a budget to the Unit Owners at a meeting of members or in writing. If the proposed budget is approved by the Unit Owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted.

6.6 Budget Restraints on Developer. If the developer controls the board, assessments shall not exceed 115 percent of assessments for the prior fiscal year unless approved by a majority of all voting interests.

6.7 Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include, but are not limited to:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.
- b. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.
- c. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
- d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within 90 days after the end of each fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

6.8 Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons authorized by the Board of Directors.

6.9 Fidelity Bonding. The Association shall obtain and maintain adequate insurance or fidelity bonding to cover the maximum funds that will be in its custody at any one time of all persons who control or disburse funds of the Association, including but not limited to, the president, secretary, and treasurer of the Association, and those individuals authorized to sign checks. The cost of bonding shall be at the expense of the Association.

## VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within the time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected under a special assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual assessments. On completion of the specific purpose or purposes, however, any excess funds shall be considered common surplus.

7.3 Charges for Other than Common Expenses. Charges by the Association against individual members for other than common expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a member, and other services furnished for the benefit of a member.

7.4 Liability for Assessments. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. The Unit Owner and grantee are jointly and severally liable for all unpaid assessments that came

due up to the time of transfer of title. A first mortgagee or its successor or assignee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

- a. the unit's unpaid common expenses and regular periodic assessments that accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- b. one percent of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

A Unit Owner's liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

7.5 Assessments; Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, Application of Payment. Assessments and installments on them, if not paid within 10 days after the date they become due, shall bear interest at the rate of 18% per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7 Lien for Assessment. The Association has a lien on each Condominium parcel to secure the payment of assessments. The lien is effective for one year after the claim of lien is recorded in the public records of Miami-Dade County unless, within that time, an action to enforce the lien is commenced. The claim of lien shall secure all unpaid assessments that are due and that may accrue after the recording of the claim of lien and before the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien is subordinate to any mortgage on the Condominium parcel recorded before it.

7.8 Collection: Suit, Notice. The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be given by delivery

of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address.

7.9 Fines. Before levying a fine under section 4.25, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The notice shall include:

- a. a statement of the date, time and place of the hearing;
- b. a statement of the provisions of the Declaration, these Bylaws, and lawfully adopted rules and regulations that have allegedly been violated; and

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved before a committee of other Unit Owners and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the committee does not agree with the fine, the fine may not be levied. Each day of violation shall be a separate violation. The affected Unit Owner, whether the offending party or not, shall always be given notice of the hearing. No fine shall become a lien against a Unit. No fines may be levied against unoccupied Units.

#### VIII. ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and Reasonable; Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance, or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control of the Association by the Unit Owners, must not be in conflict with the powers and duties of the Association or the rights of the Unit Owners. Contracts made by the Association before the Unit Owners assume control may be canceled by the Unit Owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the state of Florida.

8.3 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance, and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- a. Specification of the services, obligations, and responsibilities of the service provider.
- b. Specification of costs for services performed.
- c. An indication of frequency of performance of services.

d. Specification of minimum number of personnel to provide the contracted services.

e. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

IX. ASSOCIATION OFFICIAL RECORDS

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

a. A copy of the plans, permits, warranties, and other items provided by the Developer under F.S. 718.301(4).

b. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.

c. A photocopy of the recorded Bylaws of the Association and all amendments thereto.

d. A certified copy of the Articles of Incorporation of the Association and all amendments thereto.

e. A copy of the current rules of the Association.

f. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven years.

g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.

h. All current insurance policies of the Association and Condominiums operated by the Association.

i. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

j. Bills of sale or transfer for all property owned by the Association.

k. An adequate number of copies of all financial information required by Fla. Stat. § 718.111.

l. Ballots, sign-in sheets, and voting proxies, which shall be maintained for a

period of one year from the date of the election, vote, or meeting to which the proxy relates.

m. All rental records when the Association is acting as agent for the rental of Condominium Units.

n. A copy of the current Frequently Asked Questions and Answers Sheet in a form adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes.

o. All other records of the Association not specifically included in the foregoing that are related to the operation of the Association.

The official records of the Association shall be maintained within the state of Florida and shall be open to inspection by any Association member or the authorized representative of the member. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association shall provide the records within five (5) working days after receipt of a written request. The failure of the association to provide the records within 10 days after receipt of a written request shall create a rebuttable presumption that the association willfully failed to comply with the statute. A unit owner who is denied access to official records is entitled to the actual damages or minimum damages for the association's willful failure to comply. The minimum damages shall be \$50 per calendar day up to 10 days, the calculation to begin on the 11<sup>th</sup> working day after receipt of the written request. The failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. Copies of the Declaration, Articles of Incorporation, Bylaws, rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in F.S. 718.504, shall be kept on the Condominium property and shall be made available to Unit Owners and prospective purchasers on payment by Unit Owners and prospective purchasers of the actual costs for preparing and furnishing these documents to those requesting the same.

#### X. OBLIGATIONS OF OWNERS

10.1 Violations, Notice, Actions. In the case of a violation (other than the nonpayment of an assessment) by a Unit Owner of any of the provisions of the Act, the Declaration, the Articles, these Bylaws, or any lawfully adopted rules and regulations, the Association by direction of its Board of Directors may transmit to the Unit Owner by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of 30 days from the date of the notice, the Association shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

a. File an action to recover for its damages on behalf of the Association or on behalf of other Unit Owners.

b. File an action for injunctive relief requiring the offending Unit Owner to take or desist from taking certain actions.

- c. File an action for both damages and injunctive relief.

A Unit Owner may bring an action against the Association or any Director for damages, injunctive relief, or both, if the Association or a Director willfully and knowingly fails to comply with the provisions of the Act, the Declaration, the Articles, these Bylaws, or the rules and regulations.

The foregoing action may be taken in addition to the Association's right to impose fines under section 4.25 of these Bylaws.

10.2 Attorneys' Fees. In any action brought under the provisions of section 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No Waiver of Rights. Neither a Unit Owner nor the Association may waive a provision of the Act if that waiver would adversely affect the rights of a Unit Owner or the purposes of the provision, except that Unit Owners or Board members may waive notice of specific meetings in writing.

#### XI. ARBITRATION OF INTERNAL DISPUTES

Prior to the institution of court litigation, all disputes that may be submitted to non binding arbitration pursuant to Fla. Stat. § 718.1255, shall be submitted to non binding arbitration.

#### XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the Condominium during the period of membership nor impair any rights or remedies that the Association may have against the former member arising out of membership and his or her covenants and obligations incident to that membership.

#### XIII. LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS

Each Unit Owner may be personally liable for the acts or omissions of the Association relating to the use of the Common Elements. That liability shall be shared with other Unit Owners in the same percentages as their respective interests in the Common Elements. No individual Unit Owner's liability shall exceed the value of his or her Unit.

#### XIV. PARLIAMENTARY RULES

ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the Declaration, the Articles, or these Bylaws.

#### XV. RULES AND REGULATIONS

15.1 Board May Adopt. The Board of Directors from time to time may adopt and amend reasonable rules and regulations governing the details of the use and operation of the Common Elements, Association property, and recreational facilities serving the Condominium.

15.2 Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Condominium property and a copy furnished to each Unit Owner. No rule, regulation, or amendment shall become effective until 30 days after posting, except in the case of an emergency, in which case the rule, regulation, or amendment shall become effective immediately on posting.

15.3 Limitations on Authority. The Board of Directors may not unreasonably restrict any Unit Owner's right to peaceably assemble or to invite public officers or candidates for public office to appear and speak in Common Elements, Association property, common areas, and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

15.4 Reasonableness Test. Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness, and peace of mind of the Unit Owners and uniformly applied and enforced.

#### XVI. RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE, AND APPEARANCE OF UNITS

16.1 Where Contained. Restrictions on the use, maintenance, and appearance of the individual Condominium Units shall be as stated in the Declaration and no amendments to the restrictions shall be contained elsewhere than in the Declaration as adopted by a vote of the Unit Owners conducted in the manner prescribed in these Bylaws.

16.2 Tests for Validity of Restrictions. Restrictions contained in the Declaration and any amendments duly adopted by a vote of the Unit Owners shall be valid and in the nature of covenants running with the land, unless it is shown that they (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

#### XVII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- a. The Act, as it existed on the date of recording the Declaration.
- b. The Declaration.
- c. The Articles.



- d. These Bylaws.
- e. The rules and regulations.

#### XVIII. INDEMNIFICATION

Every Officer and Director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he or she may be a party, or in which he or she may become involved by reason of being or having been an Officer or Director of the Association, whether or not an Officer or Director at the time the expenses are incurred. The Officer or Director shall not be indemnified if adjudged guilty of gross negligence or willful misconduct or if he or she shall have breached the fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the Director or Officer may be entitled.

#### XIX. DEFECTIVE CONDOMINIUM DOCUMENTS; CURATIVE PROVISIONS

Under F.S. 718.110(10), the Association or a Unit Owner may petition the circuit court having jurisdiction in the county in which the Condominium property is situated to correct an error or omission in the Declaration or any other documents required to establish the Condominium, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Declaration or the Act. In any case, after three years from the filing of the Declaration, it shall be deemed to be effective under the Act to create a Condominium, whether in fact it substantially complies with the mandatory requirements of the Act or not.

#### XX. AMENDMENTS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

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

21.2 Adoption. An amendment may be proposed either by a majority of the Board of Directors or by not less than one third of the voting interests of the Association. The amendment shall be adopted if it is approved by not less than two thirds of the voting interests of the Association.

21.3 Limitation. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment abridge, alter, or amend the rights of the Developer or mortgagees of Units without their consent.

21.4 Recording. A copy of each amendment shall be attached to or included in a

certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate, which shall identify the first page of the book and page of the public records where the Declaration of each Condominium operated by the Association is recorded, shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the county where the Declaration is recorded.

21.5 Format. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER ..... FOR PRESENT TEXT."

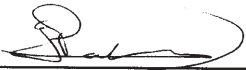
XXI. CONSTRUCTION

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

The foregoing were adopted as the Bylaws of HERON POND CONDOMINIUM ASSOCIATION, INC., on this 24th day of May, 2006.

HERON POND CONDOMINIUM  
ASSOCIATION, INC.

ATTEST:

  
\_\_\_\_\_  
GERARDO PALACIOS, Secretary

By:   
\_\_\_\_\_  
Colleen Davidson Vice President

# **Exhibit B**

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

IN RE:

CASE NO.: CACE-24-005243

HERON POND CONDOMINIUM  
ASSOCIATION, INC.

Petitioner.

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**ORDER GRANTING VERIFIED PETITION FOR APPOINTMENT OF A RECEIVER**

THIS CAUSE came before the Court on April \_\_, 2024 at \_\_:\_\_\_\_.m. in Broward County, Florida upon the *Verified Petition for Appointment of Receiver* (the “Petition”), filed by Heron Pond Condominium Association, Inc. The Court has reviewed the Petition, the Court file, heard argument of counsel, finds good cause for issuance of the relief requested, and been otherwise fully advised in the premises it is,

**ORDERED AND ADJUDGED** that:

1. The Petition is **GRANTED** as set forth below.
2. This Order shall be effective immediately upon its entry (the “Effective Date”).

Accordingly, it is **FURTHER ORDERED, ADJUDGED AND DIRECTED** that:

3. Appointment. As of the Effective Date, pursuant to the Uniform Commercial Real Estate Receivership Act, §§ 714.01, *et seq.*, Florida Statutes, and the inherent authority of the Court, Daniel J. Stermer is hereby appointed by the Court as the court-appointed receiver (the “Receiver”) authorized to take immediate possession and control of HERON POND CONDOMINIUM ASSOCIATION, INC. (the “Association” or

“Receivership Entity”) including all of the Receivership Entity’s “Assets”<sup>1</sup> and “Property,”<sup>2</sup> whether held directly, beneficially or indirectly by any person or entity (the “Receivership Estate”).

4. Acting in place of Association’s Board of Directors. From and after the Effective Date, and through the Receivership Termination Date (as defined in ¶7, below), the Receiver shall have all the powers of the Association’s Board of Directors and is authorized to, and shall act as the Association’s Board of Directors notwithstanding the unexpired term of any or all of the Directors or the Receiver not having been previously appointed to the Association’s Board of Directors. Any action taken by the Board from and after the Effective Date, and through the Receivership Termination Date, shall be null and void unless expressly adopted in writing by the Receiver in his sole and absolute discretion. During the period from and after the Effective Date, and through the Receivership Termination Date, the Receiver shall have the sole authority to confer with and resolve any issues, if at all, involving the City of Pembroke Pines, including but not limited to any Unsafe Structure Notice(s) issued by the City of Pembroke Pines. *See also* ¶ 24(c), below.

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<sup>1</sup> The term “Assets” shall include files, records, computers, devices, e-mail servers, documents, monies, leases, mortgages, securities, investments, contracts, effects, lands, agreements, judgments, bank accounts, books of accounts, rents, chooses in action, goods, chattels, rights, credits, claims both asserted and unasserted, pending court actions and appeals, files and documents in the possession of attorneys and accountants for the Receivership Entity and all other Property, whether real, personal or mixed or previously belonging to the Receivership Entity, or which, in the case of records, documents and other papers, pertain to property belonging now or previously to the Receivership Entity, or obligations of the Receivership Entity.

<sup>2</sup> The term “Property” shall include the definition set forth by § 714.02(13), Florida Statutes, which terms shall be construed broadly to give effect to the terms of this Order.

5. Oath. Within fifteen (15) calendar days of the date of this Order, Receiver shall file with this Court an Oath of Receiver.
6. Bond. The Receiver shall post a bond with the Court in the amount of \$5,000.00 effective as of the Effective Date, conditioned upon the faithful discharge of his duties as Receiver, as prescribed by this Order and by such further orders of this Court as may be made and entered.
7. Term. This Order Appointing Receiver shall commence on the Effective Date and continue during the pendency of this action and subject to the provisions of § 714.22, Florida Statutes, until the first to occur of (i) further Order of this Court including based on a request from the Receiver made in the exercise of his business judgment; (ii) until a certificate of title for the Property has been issued after any sale by Receiver or foreclosure; or (iii) the filing of a Voluntary Petition for relief filed by the Receiver, in his sole and absolute discretion, on behalf of the Association pursuant to chapter 7 or 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Florida, Broward Division, at which time the Receivership shall terminate upon motion by the Plaintiff or Receiver and an applicable Order of this Court (the date on which the Receivership terminates is hereinafter referred to as the **“Receivership Termination Date”**). If the Receivership Termination Date occurs as a result of a request by the Receiver, subsection (i), above, then the Receiver shall appoint a new Board of Directors to serve a six (6) month term, after which a new Board of Directors will be seated after an election on notice and as otherwise required by the documents governing the Association, including the Declaration of Condominium as recorded in the Broward County Official Records at Book 42216, Page 910 (as

thereafter amended), its Bylaws, Articles of Incorporation, and as otherwise required by applicable Florida law.

8. Receiver Reports.

a. Monthly Reports. Receiver is directed to prepare and file with this Court on the 25<sup>th</sup> day of each month commencing with the first calendar month beginning after the Effective Date, so long as its Property shall remain in its possession or care, a full and complete, separate report for such Property, under oath, setting forth all receipts and disbursements, reporting all changes in Assets or Property in the Receiver's charge or claims against such Assets or Property that have occurred during the prior calendar month in compliance with Rule 1.620(b) of the Florida Rules of Civil Procedure and Section 714.19, Florida Statutes. The Receiver is directed to serve a copy of each such report on counsel who have made an appearance in this case, including counsel for any creditor of the Receivership Entity requesting copies of such reports,.

b. Receiver's final report and account and discharge.

(i) Discharge of Receiver shall require a Court order upon noticed motion for approval of Receiver's final report and account and exoneration of Receiver's bond, and Receiver should obtain a hearing date on the motion no later than sixty (60) days after the Receivership Termination Date;

(ii) The motion shall contain Receiver's final report and account and set forth (i) a declaration stating what was done during the receivership, (ii) certify the accuracy of the final accounting, (iii) state the basis for the termination of the receivership, (iv) state the basis for an order for the distribution of any surplus or payment of any deficit, and (v) and set forth a final accounting with the total revenues received, the total

expenditures identified and enumerated by major categories, the net amount of any surplus or deficit, and evidence of necessary supporting facts.

9. Receiver's Powers. The Receiver hereby appointed shall have and is hereby given all of the powers, rights and duties provided under Chapter 714, Florida Statutes, and as well as the usual, necessary, and incidental powers of court appointed receivers in Florida for the purposes of managing, operating, securing, preserving, protecting, and maintaining the Receivership Estate.
10. Inventory. The Receiver shall file with this Court within thirty (30) days after the Effective Date, a detailed inventory, under oath, of all parts of the Receivership Estate over which the Receiver has been given custody under this Order.
11. Asset Freeze. Except as otherwise specified herein, all assets of the Receivership Entity and the Receivership Estate are frozen until further Order of this Court. Accordingly, all persons and entities with direct or indirect control over any assets of the Receivership Entity or the Receivership Estate, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating, or otherwise disposing of, or withdrawing, such assets. This freeze shall include, but shall not be limited to, Assets or Property of the Receivership Entity or the Receivership Estate that are on deposit or in safe deposit boxes with financial institutions such as banks, cryptocurrency exchanges, brokerage firms, clearing firms, financial institutions or any other third party. To be clear, any and all account(s) under the direct care, custody, and control of the Receiver/Receivership Estate shall not be frozen and can be utilized by the Receiver as necessary to perform his duties as determined by the Receiver and as authorized by



this Court.

12. Injunction. The powers of the officers, directors, managers, employees, partners, representatives, agents, and shareholders of the Receivership Entity are hereby suspended. Such persons and entities shall have no authority with respect to the operations or assets of the Receivership Entity, except to the extent as may hereafter be expressly granted by the Receiver. The Receivership Entity and its respective current and former, officers, directors, managers, employees, partners, representatives, and agents, and all persons receiving notice of this Order by personal service, electronic mail, facsimile transmission or otherwise, are restrained and enjoined from directly or indirectly taking any action or causing any action to be taken, without the express written agreement of the Receiver, which would:

- a. Interfere with the Receiver's efforts to take control, possession, or management of any property of the Receivership Entity or of the Receivership Estate; such prohibited actions include, but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Assets or Property of the Receivership Entity or of the Receivership Estate;
- b. Hinder, obstruct or otherwise interfere with the Receiver in the performance of the Receiver's duties; such prohibited actions include, but are not limited to, concealing, destroying or altering records or information, including that relating to the Receivership Entity's Assets or Property;
- c. Dissipate or otherwise diminish the value of any of the Assets or Property of the Receivership Entity or of the Receivership Estate; such prohibited actions include, but are not limited to, releasing claims or disposing, transferring, exchanging, assigning or in any way conveying any of the Assets or Property of the Receivership Entity or the Receivership Estate, enforcing judgments, assessments or claims against the Receivership Entity or its Assets or Property of the Receivership Estate, attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement or other agreement executed by any of the Receivership Entity or which otherwise affects any of its Assets or Property or the Receivership Estate;

- d. Dissipate, withdraw, transfer, remove, dispose or conceal any cash, cashier's checks, funds, assets or other Assets or Property of, or within the custody, control or actual or constructive possession of the Receivership Entity or any entities constituting the Receivership Estate, including, but not limited to, all funds, personal property, equipment, inventory, or financing relating to the foregoing, monies, funds, cryptocurrencies, or securities held in the name of the Receivership Entity, whether held or maintained in safety deposit boxes, and including all funds on deposit in any bank, cryptocurrency exchange, clearing firm, brokerage firm or other financial institution, futures commission merchant, bank or savings and loan account held by, under the actual or constructive control, or in the name of the Receivership Entity, funds or property of the Receivership Entity's creditors, wherever located, whether held in the name of the Receivership Entity, or any other entity owned or controlled by the Receivership Entity;
- e. Destroy, mutilate, conceal, alter or dispose of, in any manner, any of the books and records, documents, correspondence, brochures, manuals, electronically stored data, tape records or other property of the Receivership Entity or of any Assets or Property constituting the Receivership Estate wherever located, including all such records concerning the Receivership Entity's business operations and Assets or Property; or
- f. Interfere with or harass the Receiver or interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Entity and the Receivership Estate.

Further, all banks, cryptocurrency exchanges, clearing firms, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any Assets, equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, funds or accounts held by, in the name of, or for the benefit of, directly or indirectly, the Receivership Entity or the Receivership Estate that receive actual notice of this Order by personal service, facsimile transmission or other electronic transmission (including via electronic mail) or otherwise shall:

- g. Not liquidate, transfer, sell, convey or otherwise transfer any Assets, equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, securities, funds and/or accounts in the name of, or for the benefit of, the Receivership Entity, or for the benefit of its creditors, except upon instructions from the Receiver;
- h. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any Assets, equipment, inventory, or financing

relating to the foregoing, monies, cryptocurrencies, securities, funds, and/or accounts to the Receiver's control without the permission of this Court; and

- i. Cooperate expeditiously in providing information and Assets, equipment, inventory, or financing relating to the foregoing, and/or other Assets of the Receivership Entity (including, but not limited to the foregoing assets, monies, cryptocurrencies, funds, and/or accounts) to the Receiver or at the direction of the Receiver.

13. Access to Information. The Receivership Entity and its past and/or present officers, directors, managers, agents, general and limited partners, employees, trustees, attorneys, accountants, and other professionals, as well as those acting in their place, are hereby ordered and directed to preserve and turn over to the Receiver forthwith all paper and electronic information of, and/or relating to, the Receivership Entity and the Receivership Estate; such information shall include, but not be limited to, books, records, documents, accounts, electronically stored information, passcodes, and all other instruments and papers. Without limiting the generality of the foregoing, (a) any employee, officer, representative, or agent of the Receivership Entity in possession or control (or otherwise with the ability to access) any information relating to any Receivership Estate Assets or Property, including, without limitation, books, records, documents, accounts, or other instruments, and regardless of the manner in which such information is maintained or stored, shall provide such access to the Receiver, including, without limitation, by providing the Receiver with any pertinent computer passwords, PIN numbers, access codes, and with keys or access codes to any physical location, and (b) this shall include, without limitation, any keys and combination to any locks which must be opened for access to the offices or other locations (including any storage units) of the Receivership Entity or which are otherwise needed to obtain access to any deposit box, safe, or other place for the safekeeping of records, money, or other

property consisting of or otherwise relating to any Assets or Property of the Receivership Entity.

14. Disclosure of Assets and Liabilities. The Receivership Entity and its past and/or present officers, directors, managers, agents, general and limited partners, employees, trustees, attorneys, accountants, and other professionals, as well as those acting in their place, are hereby ordered and directed to cooperate with and immediately provide the Receiver with information identifying the accounts, employees, Property or other Assets or obligations of the Receivership Entity, and shall submit in writing to the Receiver, and provide as detailed below, within thirty (30) calendar days of this Order, the following accounting information for the period of January 1, 2017, to the date of submission, which will:

- a. Identify all banks, brokerage, financial and cryptocurrency institutions, including account numbers and passcodes/login information, which hold or have held monies, cryptocurrencies, funds, commodity interests, Assets, liabilities, and other property currently and previously owned or controlled (legally, equitably or otherwise) directly or indirectly by the Receivership Entity;
- b. Identify all monies, funds, cryptocurrencies, commodity interests, real estate, assets, liabilities, and other property currently or previously owned or controlled (legally, equitably or otherwise) directly or indirectly by the Receivership Entity;
- c. Identify all monies, cryptocurrencies, funds, commodity interests, real estate, assets, liabilities, and other property received directly or indirectly by the Receivership Entity, describing the source, amount, disposition, and current location of each listed item;
- d. Identify all monies, cryptocurrencies, funds, commodity interests, real estate, assets, liabilities, and other property transferred or otherwise disposed of directly or indirectly by the Receivership Entity, describing the source, amount, disposition, and current location of each listed item, including accounts or assets of the Receivership Entity held by any bank, cryptocurrency exchange, clearing firm, brokerage firm or other financial institution located inside and/or outside the territorial United States;

- e. Identify all investors, shareholders, owners, and/or members of the Receivership Entity, including name, address, telephone number and email, account number, deposit and withdrawal dates and amounts, and amounts owed by them and/or to them by the Receivership Entity;
- f. Identify all purchase and sale contracts with third party-purchasers of assets, including real property, currently or previously owned or controlled by the Receivership Entity, and identify all contracts, contracting parties, depositors, and amounts deposited and/or paid by each such person or entity;
- g. Identify the uses and balances for each deposit made by any person or entity for the purchase and/or construction of real property owned, marketed, and/or sold by the Receivership Entity, with sufficient detail to identify the depositor, amount, and use(s) of the proceeds from such deposits and/or sales;
- h. Identify all development agreements, loan agreements, financing agreements, and any and all other agreements to which the Receivership Entity is party and/or which affect the Assets and/or Property of the Receivership Estate;
- i. Identify all taxes due, paid, unpaid, including by year and amount, and describe the payments and/or basis for the non-payment of any such tax liabilities for the Receivership Entity;
- j. Identify any and all encumbrances, lawsuits, claims, liquidated and/or unliquidated, which may affect the liquidity or value of the Assets and/or Property of the Receivership Estate;
- k. Identify all salaries, wages, bonuses, loans, distributions, or remunerations for services provided, in any form and in any amount paid directly or indirectly by, for or on behalf the Receivership Entity, to include date, amount, and payor; and,
- l. Identify all expense reimbursements and other transfers of assets of any kind greater in value than \$1,000.00, including, paid directly or indirectly by, for or on behalf of the Receivership Entity, to include date, description of asset, asset value, reason for transfer, and transferor.

Further, the Receivership Entity's past and/or present officers, directors, agents, attorneys, managers, shareholders, employees, accountants, debtors, creditors, managers and general and limited partners (if any), and other appropriate persons or entities shall answer under oath all questions which the Receiver may put to them and produce all documents as required by the Receiver regarding the business of the Receivership Entity, or any other matter relevant to the operation or administration of the receivership or the collection of

funds due to the Receivership Entity.

15. Duty to Cooperate. The Receivership Entity and its current and former officers, directors, managers, employees, partners, representatives, and all other persons or entities served with a copy of this Order, shall cooperate fully with and assist the Receiver in the performance of the Receiver's duties. This cooperation and assistance shall include, but not be limited to, providing any information to the Receiver that the Receiver deems necessary to exercising the authority and discharging the responsibilities of the Receiver under this Order; and advising all persons who owe money to the Receivership Entity that all debts should be paid directly to the Receiver. This requirement does not impinge on any natural person's right to assert applicable privileges and nothing in this requirement shall be construed to require that any natural person abandon or waive any constitutional or legal privilege which they may have available to them.

16. Possession and Turnover of Assets and Property. The Receivership Entity, as well as its agents, servants, employees, attorneys, any persons acting for or on behalf of the Receivership Entity, and any persons receiving notice of this Order by personal service, facsimile transmission or other electronic transmission (including via electronic mail) or otherwise, having possession of the Property, business, books, records, accounts, electronically stored information, passcodes, or Assets of the Receivership Entity are hereby directed to deliver the same to the Receiver, the Receiver's agents, the Receiver's attorneys and/or the Receiver's employees. The Receiver shall oversee possession of all the Receivership Estate and shall control the Receivership Estate until further order of the Court. *See also* ¶ 7, above. All persons or entities now or hereafter

in possession of Assets and/or Property, or any part thereof, shall immediately turnover all Assets and/or Property to the control of the Receiver. Further, all persons and entities owing any obligation, debt, or distribution to the Receivership Entity or the Receivership Estate shall, until further ordered by this Court, pay all such obligations in accordance with the terms thereof to the Receiver, and the Receiver's receipt for such payments shall have the same force and effect as if the Receivership Entity had received such payment.

17. Possession and Turnover of Bank Accounts. The Receivership Entity and its members, managers, and/or agents shall give to Receiver, and Receiver shall take possession of and receive from all depositories, banks, brokerages and otherwise (collectively, the "Financial Institutions"), any money on deposit in all such Financial Institutions belonging to the Receivership Entity. Additionally, the Receiver is empowered to direct and control Receivership Entity's bank accounts, wherever situated. This includes but is not limited to full access to and control over all funds and access to account balances and statements. The Receivership Entity and its members, managers, and/or agents shall cooperate fully to provide access to such accounts and the funds deposited therein as requested by the Receiver. The Receiver shall retain custody of all such property, records, and documents until further Order of this Court.
18. Authority to Open a Receiver Account. The Receiver may open a bank account at a FDIC insured financial institution designated by the Receiver (the "Receiver Account"), to deposit funds, which the Receiver shall separate from all other funds and accounts of the Receivership Estate, in amounts that suffice to make all payments that are past due and that become due on any and all mortgages, utilities, maintenance fees,

taxes, insurance, or otherwise, in accordance with the business judgment of the Receiver. The Receiver is empowered to open new bank accounts using the Receivership Entity's EIN, use a new EIN or close any such accounts.

19. Access to Bank Records and Cooperation. Any Financial Institution, cryptocurrency exchange, clearing firm, brokerage firm, business entity, or person that holds, controls, or maintains custody of any equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, funds, accounts, commodity interests, real estate, Assets, liabilities, electronically stored information, and other Property of any kind owned, controlled, managed, or held by, on behalf of, or for the benefit of the Receivership Entity, its creditors or any other entities constituting the Receivership Estate, or has held, controlled, or maintained custody of any equipment, inventory, or financing relating to the foregoing, monies, cryptocurrencies, funds, accounts, commodity interests, real estate, Assets, liabilities, and other Property of any kind owned, controlled, managed, or held by, on behalf of, or for the benefit of the Receivership Entity or its creditors the Receivership Estate at any time since, shall:
- a. Provide to the Receiver, within ten (10) calendar days of receiving a copy of this Order, a statement setting forth: (a) the identification number of each and every such account or Asset titled in the name of the Receivership Entity, or owned, controlled, managed, or held by, on behalf of, or for the benefit of any of the Receivership Entity or its creditors; the balance of each such account, or a description of the nature and value of such Asset as of the close of business on the day on which this Order is served, and, if the account or other Asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other asset was remitted; and the identification of any safe deposit box that is either titled in the name, individually or jointly, of the Receivership Entity or is otherwise subject to access by the Receivership Entity;
  - b. Upon request by the Receiver, promptly provide the Receiver with copies of all records or other documentation pertaining to such account or Asset, including, but not limited to, originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from



the accounts, all other debit and credit instructions or slips, currency transactions reports, 1099 forms, and safe deposit box logs;

- c. Prohibit the Receivership Entity and any person other than the Receiver from withdrawing, removing, assigning, transferring, pledging, encumbering, disbursing, dissipating, converting, selling or otherwise disposing of any Assets or Property of the Receivership Entity or the Receivership Estate except as directed by further Order of this Court;
- d. Deny any person other than the Receiver access to any safe deposit box that is titled in the name of any Receivership Entity or otherwise subject to access by any Receivership Entity; and
- e. Cooperate with all reasonable requests of the Receiver relating to implementation of this Order, including producing records related to the Receivership Entity and its account(s) and business(es).

20. Access to Mail. The Receiver is solely authorized to open all mail addressed to the Receivership Entity, its agents, servants, employees or representative, or all person or entities acting under or in concert with Receivership Entity. Neither the Receivership Entity nor any of its employees or agents shall open any of the mail addressed to the Receivership Entity and shall immediately turn over such mail, regardless of when received, to the Receiver. The Receiver is also authorized to instruct the United States Postmaster to hold and/or reroute mail which is related, directly or indirectly, to the business, operations or activities of the Receivership Entity. The Receiver is authorized to make copies of this mail and may, in its sole and absolute discretion, then forward this mail to the addressee thereof.

21. Access to Electronic Mail. The Receiver is authorized to instruct the website hosting company and ISP of any of the Receivership Entity to hold and/or reroute any and all electronic mail which is related, directly or indirectly, to the business, operations or activities of the Receivership Entity (the "Receiver's Electronic Mail"), including all electronic mail addressed to, or for the benefit of, the Receivership Entity or any of

such Receivership Entity's current or former officers, directors, managers, agents, partners, representatives, or employees in their capacity as such for the Receivership Entity. The website hosting company and ISP shall not comply with, and shall immediately report to the Receiver, any change of Internet or e-mail address or other instruction given by anyone other than the Receiver concerning the Receiver's Electronic Mail. The Receivership Entity shall not open any of the Receiver's Electronic Mail and shall immediately turn over such electronic mail, regardless of when received, to the Receiver. All personal electronic mail of any individual, and/or any electronic mail appearing to contain privileged information, and/or any electronic mail not falling within the mandate of the Receiver, shall be released to the named addressee by the Receiver. The foregoing instructions shall apply to any proprietor, whether individual or entity, of any private electronic mailbox, depository, business or service, or electronic mail service provider hired or used by any of the Receivership Entity. The Receivership Entity shall not open a new electronic mailbox or take any steps or make any arrangements to receive electronic mail in contravention of this Order.

22. Turnover of Records and Other Items. The Receivership Entity and its respective members, employees, officers, directors, agents and all persons and entities served with a copy of this Order are directed, forthwith, to deliver to the Receiver (i) Assets, (ii) Property, and (ii) records pertaining to the Receivership Entity and the Receivership Estate, including without limitation, all books, records, documents, electronic data, servers, computers, electronic devices, ledgers, records, files, papers, titles, contracts, leases, licenses, permits, land use entitlements, insurance policies and certificates, keys,

pass codes, construction contracts, bids, subcontracts, permits, blueprints, architectural documents, plans, drawings, and specifications, books of account, service contracts, appraisals, engineering and environmental reports, and rent rolls, as well as any receivables, bank accounts assets, monies, deposit accounts, checks, securities, deposits, rents, profits, utility deposits and/or bonds, security deposits, actions and choses in action, and any other funds on deposit in any bank, savings and loan association and/or financial institution and all other Property, tangible and intangible, real, personal, or mixed, of any kind and every kind, character and description wherever the same may be located or found and used in connection with the operation of the Receivership Entity, the Receivership Estate, and/or Property owned or controlled by the Receivership Entity, including without limitation, any deposits and security deposits previously received with respect to Assets or Property.

23. Access to Books and Records. The Association shall have access to any non-privileged books, records and documents in the Receiver's possession relating to the Receivership Entity upon reasonable notice and during business hours.
24. Specific Duties of the Receiver. The Receiver may arrange and effect the marketing and sale of Assets and/or Property in a reasonable, prudent, diligent and efficient manner. Without limitation of that general duty, the Receiver is empowered, directed and authorized by this Court to act on its behalf as Receiver and to do all things necessary for the preservation, maintenance, protection, conservation and administration of the Receivership Estate in preparation for and execution of the sale of Assets and/or Property, including, but not limited to, the following:
  - a. Receiver's Entry on to Property. Upon the Effective Date, Receiver is hereby authorized and empowered to enter upon the Receivership Estate to operate,

repair, manage, insure and otherwise maintain the Receivership Estate; to properly collect and account for all income of Receivership Entity and/or the Receivership Estate to demand, collect, and receive all rents, revenues, maintenance fees, assessments, issues, and profits generated from the operation and otherwise attributable to Receivership Entity or the Receivership Estate now due, past due, or hereafter to become due; and to perform and take all necessary actions in connection therewith; and to make such distributions as allowed herein.

- b. Access to Premises. The Receiver is authorized to enter and inspect the business premises of the Receivership Entity and to take documents or other property relating to the Receivership Entity, including by breaking locks, if he deems it necessary
- c. Property Maintenance and Repair; Payments. Subject to the availability of sufficient funds from the Receivership Entity, or the Receivership Estate, the Receiver shall oversee the maintenance of the buildings, appurtenances and grounds of real Property substantially in accordance with their current condition, making such repairs and renovations as are necessary and appropriate to ensure the life, health and safety of the occupants, if any, but only to the extent the Receiver determines, unilaterally or after consultation with one or more of the Parties, that such repairs and renovations are economically feasible and in the best interest of the Receivership Estate and otherwise required to take corrective action consistent with information contained in any Unsafe Structure Notice(s) issued by the City of Pembroke Pines.
- d. The Receiver need not obtain Court approval prior to the disbursement of the funds of the Receivership Estate for expenses in the ordinary course of the administration and operation of the Receivership Entity and/or the Receivership Estate, including filing fees, costs of litigation, emergency acts deemed necessary by the Receiver to maintain the Receivership Estate and/or comply with the terms of this Order. The Receiver is also authorized to make payments and disbursements from the Receivership Estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order
- e. Insurance. The Association shall continue in existence all current insurance policies it has on the Receivership Entity and/or the Receivership Estate. If the Receiver determines that insurance has lapsed or is about to lapse or there is not insurance coverages needed to insure the Receivership Estate, then the Receiver shall obtain or maintain casualty insurance regarding the Receivership Entity and/or the Receivership Estate, and liability, windstorm and/or flood insurance regarding any Property, and if reasonably necessary, professional liability and workers' compensation insurance for the Receivership Entity, all in such amounts and with such coverages as the Receiver deems necessary. The Receivership Entity shall cooperate and assist the Receiver to obtain or retain all such insurance policies which shall name the Receiver and any property

management company or agents retained by Receiver as additional insureds and name the Receiver loss payee regarding all casualty policies.

- f. Use and Maintenance of Property. The Receivership Entity shall not permit the use of the Receivership Entity and/or the Receivership Estate or take any actions for any purpose which will or might void any required policy of insurance or which might render any loss uncollectible, or which would violate any law or government restriction.
- g. Records. The Receiver is authorized to take appropriate actions to preserve evidence, including electronic evidence.
- h. Expedited Discovery. The Receiver is authorized to issue subpoenas to obtain documents or to compel testimony of persons pertaining to the receivership and to conduct discovery in this action on behalf of the Receivership Estate. The Receiver is authorized to take expedited discovery from parties and nonparties. Parties shall produce documents, answer interrogatories and/or answer requests for admissions within three (3) calendar days of service of the Receiver's discovery requests. Parties shall sit for deposition within five (5) calendar days of the Receiver's notice. The Receiver is authorized to serve subpoenas on nonparties through electronic means (including electronic mail and/or facsimile transmission), U.S. Mail, Federal Express, other commercial overnight service, or personal service to expedite the requested discovery. Documents from nonparties shall be produced to the Receiver within three (3) calendar days of service of the subpoena. Nonparties shall sit for deposition within five (5) calendar days of the Receiver's notice.
- i. Pre-Receivership Expenses. The Receiver shall not be liable for any expenses incurred regarding the Receivership Entity and/or the Receivership Estate incurred prior to entry of this Order, nor shall the Receiver be required to use any revenues collected after the Receiver takes possession of the Receivership Entity and/or the Receivership Estate for payment of any expenses incurred regarding the Receivership Entity and/or the Receivership Estate prior to the Receiver having taken control of the Receivership Entity and/or the Receivership Estate. Notwithstanding the foregoing, the Receiver may, in the Receiver's sole and absolute discretion, pay those expenses incurred in the normal and ordinary course of business of the Receivership Entity and/or the Receivership Estate in which it was incurred prior to the Receiver taking control of the Receivership Entity and/or the Receivership Estate, if, and only if, the payment of any such pre-existing expenses is necessary and critical to the ongoing operation of the Receivership Entity and/or the Receivership Estate (e.g., real estate taxes and utilities). It is within the Receiver's sole and absolute discretion to determine which expenses incurred prior to the Receiver taking control of the Receivership Entity and/or the Receivership Estate, if any, were incurred in the normal and ordinary course of business and the payment of which is necessary and critical to the ongoing operation of the Receivership Entity and/or the Receivership Estate.

- j. Consultants and Professionals. The Receiver is empowered to employ legal counsel, upon application and approval by the Court, to furnish legal advice to the Receiver for such purposes as may be necessary during the period of receivership.. The Receiver is also empowered to employ accountants, financial advisors and day to day managers, brokers, developers and other professionals, upon application and approval by the Court, to furnish advice and services to the Receiver, all for such purposes as may be reasonable and necessary during the term of the receivership. Upon appointment, the Receiver intends on employing: Eisinger Law, as special counsel for the Association to continue collection efforts and other actions of the Association; Berger Singerman LLP as special counsel to the Receiver; and Development Specialists, Inc. (“DSI”) as financial advisor all pursuant to further application and approval by this Court,.
- k. Studies, Surveys and Inspections. The Receiver may obtain appropriate environmental studies, surveys and inspections of the Receivership Estate.
- l. Communications with Governmental Entities. The Receiver may communicate and negotiate with any necessary governmental entities regarding the Receivership Estate, including but not limited to the City of Pembroke Pines.
- m. Compliance with Investigations. The Receiver is authorized to cooperate with regulatory and other government authorities with regard to any inquiry and to provide access and produce records upon request with or without subpoena.
- n. Right to Enter into Contracts. The Receiver is authorized to apply to this Court for authority to enter contracts consistent with the authority granted by this Order.
- o. Executory Contracts. With Court approval, the Receiver may adopt or reject an executory contract of the Receivership Entity relating to the Receivership Estate. The Court may condition the Receiver’s adoption and continued performance of the contract on terms and conditions appropriate under the circumstances. If the Receiver does not request Court approval to adopt or reject the contract within a reasonable time after the Receiver’s appointment, the Receiver is deemed to have rejected the contract. The Receiver’s performance of an executory contract before Court approval of its adoption or rejection is not an adoption of the contract and does not preclude the Receiver from seeking approval to reject the contract in his business judgment
- p. Permits, Approvals, Entitlements. The Receiver has the authority to apply for and transfer to Receiver any permits, licenses, plats, tentative plats, registrations, approvals, permissions, extensions, renewals, concurrencies or entitlements for the Receivership Estate for and on behalf of and in the name of one or more the Receivership Entity.

- q. Prospective Purchasers. The Receiver may initiate and receive communications with parties interested in purchasing Assets or Property of the Receivership Estate and show the Receivership Estate to interested buyers. If the Receiver receives oral or written communications from interested buyers, the Receiver shall notify the Receivership Entity.

25. Receiver's Certificates. The Receiver may issue one or more Receiver's Certificates of Indebtedness ("Certificates") to evidence borrowings from the Parties and from nonparties. The principal and interest evidenced by such Certificates shall be *pari passu* with all other Certificates, and all such Certificates shall be a first and prior lien and security interest upon the Receivership Estate, and upon all rents, earnings and income of the Receivership Estate. The lien of each Certificate shall be prior and superior to the right, title and interest in the Receivership Estate of all parties to this action, and to the lien of mortgages and other security instruments and promissory notes and other obligations secured (the "Security Documents"). The lien of each Certificate shall be prior and superior to the interest or lien of all judgment holders, mechanics' lien claimants, partners and creditors of the Receivership Entity. Without limitation of the foregoing, the sums evidenced by each Certificate shall also be secured by the Receiver's lien and security interests. If the Receiver desires to borrow funds, or funds from sources other than the Parties then the Receiver shall petition this Court (with notice to the Parties) for authority to issue Supplemental Certificates of Indebtedness ("Supplemental Certificates"), and this Court may authorize the specific amounts and terms of any Supplemental Certificates, the specific uses of any funds borrowed thereunder, and the lien priority of any Supplemental Certificates.
26. Compensation. The Receiver and all professionals, consultants and agents he may retain, shall be reasonably compensated from the Receivership Estate on a monthly basis to the extent funds are available from any source, including the sale of Assets or

Property. The Receiver's hourly rate is discounted to \$495 per hour for this receivership only, which is a 10% discount from the Receiver's normal rate. The Receiver shall file a statement of account with the Court by the tenth (10th) day of each month for the time and expenses incurred in the preceding calendar month. If no objection thereto is filed within ten (10) days following the filing thereof, such statement of account may be paid. If an objection is timely filed, such statement of account shall not be paid absent further order of the Court, however, the Receiver may seek entry of an order from the Court authorizing payment on an expedited basis. The Receiver and its professionals reserve the right to seek a success or transaction fee, which shall be subject to further Court approval. For the avoidance of doubt, Receiver and his retained professionals shall not disclose attorney-client privileged communications, including work-product or other privileged information, and may redact from any filing time entries and/or references to tasks that would reveal privileged information, if any party challenges the reasonableness of the fees and costs incurred and paid by Receiver pursuant to this Order. The Receiver shall otherwise take reasonable steps to provide the Court with confidential, non-public information through the use of under seal filings, as may be required from time to time for *in camera* inspection by the Court.

27. Interference. Except as otherwise requested or authorized by the Receiver or until further order of this Court, any persons or entities which receive actual notice of this Order are enjoined from interfering in any manner with the management of the Receivership Entity and/or the Receivership Estate and acting or purporting to act on behalf of the Receivership Entity, the Receivership Estate, and/or the Receiver.
28. Tax Returns. The Receiver is not responsible for filing any state, local, and/or federal



tax returns for the Receivership Entity or as may otherwise be necessary to maintain the Receivership Estate.

29. Judicial Immunity. The Receiver and the Receiver's attorneys and agents: (i) may rely on all outstanding court orders, judgments, decrees and rules of law, and shall not be liable to anyone for their own good faith compliance with any such order, judgment, decree or rule of law; (ii) may rely on, and shall be protected in any action upon, any resolution, certificate, statement, opinion, report, notice, consent, or other document believed by them to be genuine and to have been signed or presented by the proper parties; (iii) shall not be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver, or as attorney or agent for Receiver; and (iv) shall not be liable to anyone for their acts or omissions, except upon a finding by this Court that such acts or omissions were outside the scope of their duties or were grossly negligent. Any person or entity seeking to file a lawsuit against the Receiver or his professionals shall, consistent with the Barton doctrine, first seek leave of this Court for permission to file such a lawsuit which shall not be granted absent a showing by the prospective plaintiff of a prima facie case of liability. *Desulme v. Rueda*, 252 So. 3d 293, 294 (Fla. 3d DCA 2018) (noting that the Barton doctrine, recognized under Florida law, requires that "before suit is brought against a receiver leave of the court by which he was appointed *must be obtained*" and that the party seeking leave to sue the receiver "must demonstrate a prima facie case of liability *before* the appointing court may grant leave to file suit.") (quotation omitted) (emphasis supplied); *One South Ocean Drive 2000, Ltd. v. One Ocean Boca, LLC*, 182 So. 3d 872, 874 (Fla. 4th DCA 2016) (same); *Lawrence v. Goldberg*, 573 F.3d 1265, 1269 (11th Cir. 2009) (the Barton

doctrine applies to actions against a receiver as well as a receiver's counsel) (cited approvingly in *Rosetto v. Murphy*, No. 16-81342-CIV-MARRA/MATTHEWMAN, 2017 WL 2833453, at \*4 (S.D. Fla. June 30, 2017)). Except for matters in subsection (iv) of the preceding sentence, persons dealing with the Receiver shall only look to the Receivership Estate and bond posted by the Receiver to satisfy any liability, and neither the Receiver nor the Receiver's attorneys or his agents shall have any personal liability to satisfy any such obligation(s).

30. Further Instructions. The Receiver may at any time upon notice to the Receivership Entity, apply to this Court for further or other instructions or powers, whenever such instructions or additional powers shall be deemed necessary to enable the Receiver to perform properly and legally the duties of a receiver and to maintain, protect and preserve the Receivership Estate. The Receiver may seek authority to expand the scope of the receivership over other entities that (1) conducted any business or personal affairs related to or arising from the Receivership Estate, (2) commingled or pooled assets with the Receivership Entity, or (3) otherwise participated in the transfer or receipt of Assets or Property stemming from the Receivership Entity or from any business or personal activity of the members, managers, officers, directors, and/or owners of the Receivership Entity. The Receiver is authorized and has standing to petition the Court to be appointed as a termination trustee upon the termination of the Association pursuant to Section 718.118, Florida Statutes, to assist in the disposition of any property and administration of the affairs of the Association following and related to the same.
31. Miscellaneous. The Receiver may record this Order in the Public Records of Broward County, Florida, and in any other county in the State of Florida where Assets or

Property of the Receivership Defendants may be found to exist, and serve this Order on any person the Receiver deems appropriate to further his responsibilities. Copies of this Order may be served by any means, including by way of personal service, Federal Express or other commercial overnight service, electronic mail or facsimile transmission, upon any financial institution or any other entity or any other person that may have possession, custody, or control of any documents or assets of the Receivership Entity or that may be subject to any provision of this Order. The Receiver and his retained professionals are specially appointed to serve process, and/or effectuate service of process, including this Order and all other papers in this cause.

32. Jurisdiction. The Court retains jurisdiction of this matter to amend or modify this Order and enter such further orders as it deems necessary and proper. This Court shall retain jurisdiction over any action filed against the Receiver and any of his retained professionals and/or agents, based upon acts or omissions committed in their representative capacities. *See also* ¶ 29, above.
33. Prosecution and Tolling of Claims. The Receiver is authorized, empowered and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, settle, and/or adjust actions in any state, federal or foreign court or proceeding of any kind, including the action captioned above, as may in the Receiver's discretion be advisable or proper to recover and/or conserve any Receivership Estate Asset or Property, including on behalf of the Receivership Entity and for the benefit of its creditors against: (1) those individuals and/or entities which the Receiver may claim have wrongfully, illegally or otherwise improperly misappropriated, transferred or received any assets, properties, equipment, inventory, or financing relating to the

foregoing, monies, proceeds or other items of value directly or indirectly traceable from the Receivership Entity, including but not limited to each of their respective officers, directors, managers, employees, partners, representatives, agents, brokers, advisors or any persons acting in concert or participation with them; or (2) any transfers of assets, properties, equipment, inventory, or financing relating to the foregoing, monies, proceeds or other items of value directly or indirectly traceable from the creditors of the Receivership Entity. Such actions may include, but not be limited to, seeking imposition of constructive trusts, seeking imposition of equitable liens, unjust enrichment, breach of fiduciary duties, disgorgement of commissions and/or profits, recovery and/or avoidance of fraudulent transfers under § 726.101, *et seq.*, Florida Statutes, or otherwise, rescission and restitution, the collection of debts, and such Orders or other relief supported in law or equity from this Court as may be necessary to enforce this Order. This Order shall confer sufficient standing under Section 718.118, Florida Statutes, acting solus or in conjunction with other unit owners, to permit the Receiver to petition the Court for the termination of the Association and pursue such other related equitable relief to administer the affairs of the Association following such termination in the interests of the Receivership Estate. By this authorization and empowerment, this Court specifically finds and holds that the Receiver is not and shall not be barred from bringing any of the foregoing proceedings or subject to defenses by third-parties due to the doctrine *in pari delicto*. Further, as to any claim or cause of action which accrued prior to the date of this Order, any applicable statute of limitation is tolled during the period of this receivership.

34. Waiver of Privileges. The Receiver is specifically empowered to and authorized to

waive any attorney-client or any other recognized privilege held by the Receivership Entity as deemed appropriate by the Receiver, in the exercise of his professional business judgment.

35. Consolidation of Litigation. Except for the instant action and any police or governmental actions, actions against the Receivership Entity, other than compulsory counterclaims that may be pleaded in response to claims filed by the Receiver or claims asserted by the Receiver, are stayed until further Order of this Court, including: All past, present and future civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature against: (a) the Receiver, in the Receiver's capacity as such; (b) any of the Receivership Entity' Property or Property derived from the Receivership Entity or its creditors' funds, wherever located; (c) the Receivership Entity, including its subsidiaries, successors, assigns, and entities owned or controlled by it, which have been sued for, or in connection with, any action taken by them while acting in such capacity, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as "Ancillary Proceedings"). Such matters shall remain stayed during the course of this case, unless it is determined that any such Ancillary Proceedings are wholly independent from this case and this Order and entitled to proceed after application to the Court pursuant to § 714.14(4), Florida Statutes. Any such determination regarding the stay of any Ancillary Proceedings shall be determined by this Court.

- a. Parties to any and all Ancillary Proceedings are enjoined from commencing or continuing any such legal proceeding, or from taking any action, in connection with any such proceeding, including, but not limited to, the issuance or

employment of process, except in response to proceedings commenced by the Receiver.

- b. Except for proceedings commenced by the Receiver (“Supplemental Proceedings”), all Ancillary Proceedings remain stayed in their entirety, and all courts, arbitration tribunals or other fora having any jurisdiction thereof are enjoined from taking or permitting any action until further Order of this Court.
- c. All proceedings and/or Supplemental Proceedings commenced by the Receiver shall be filed and/or heard before this Court and/or shall be subject to assignment by the Clerk to this Court.
- d. Any and all Supplemental Proceedings commenced by the Receiver shall be brought as follows:
  - (1) The Florida Rules of Civil Procedure shall apply to Supplemental Proceeding(s), except where inconsistent with the provisions of this Order.
  - (2) The Clerk of the Court shall docket a Supplemental Proceeding under this matter's case number, and a separate Supplemental Proceeding number, and shall assign such supplemental proceeding to this Court’s division.
  - (3) All pleadings and other papers filed in a Supplemental Proceeding shall contain a separate sub-caption and the Supplemental Proceeding number in addition to the caption and the case number applicable to the main case.
- e. This litigation stay/injunction against claims against the Receivership Entity shall cease upon termination of the receivership by Order of this Court, subject to Parties seeking permission from this Court to proceed with any claims against any of the Receivership Entity. To be clear, any of the foregoing proceedings to which individual defendants are joined who is not the Receivership Entity shall not be stayed as to those individual defendants.

**DONE AND ORDERED** in Chambers in Broward County, Florida, on this 26<sup>th</sup> day of

April, 2024.



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HONORABLE CHIEF JUDGE  
Circuit Court Judge

# **Composite Exhibit C**

**Joinder and Consent of Unit Owner**

ENGJEAN LLC, being the owner of 1 Unit listed on Schedule I attached hereto, in Heron Pond Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium Establishing Heron Pond Condominium (the "Declaration"), recorded on June 14, 2006, in Official Records Book 42216, Page 910, in the Public Records of Broward County, Florida (the "Public Records") and subsequently amended, hereby joins in and consents to the foregoing Complaint For Judicial Termination of Condominium.

*James W. Rhodes, Jr.*

James W. Rhodes, Jr. (Oct 16, 2024 11:19 EDT)

By: ENGJEAN LLC

Name: James W. Rhodes, Jr.

Its: Manager

Mailing Address:

2021 SE 10TH AVE #204

FORT LAUDERDALE, FL 33316

**Schedule I**

ENGJEAN LLC

Unit Number	Building
107	16



**Joinder and Consent of Unit Owner**

LILIAN NESPER, being the owner of 1 Unit listed on Schedule I attached hereto, in Heron Pond Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium Establishing Heron Pond Condominium (the "Declaration"), recorded on June 14, 2006, in Official Records Book 42216, Page 910, in the Public Records of Broward County, Florida (the "Public Records") and subsequently amended, hereby joins in and consents to the foregoing Complaint For Judicial Termination of Condominium.

*Lilian Nesper*

Lilian Nesper (Oct 16, 2024 12:09 EDT)

By: LILIAN NESPER

Mailing Address:  
356 SW 83 WAY BLDG 6 APT 205  
PEMBROKE PINES, FL 33025

**Schedule I**

**LILIAN NESPER**

<b>Unit Number</b>	<b>Building</b>
<b>205</b>	<b>6</b>

**Joinder and Consent of Unit Owner**

LMRR INVESTMENTS LLC, being the owner of 3 Units listed on Schedule I attached hereto, in Heron Pond Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium Establishing Heron Pond Condominium (the "Declaration"), recorded on June 14, 2006, in Official Records Book 42216, Page 910, in the Public Records of Broward County, Florida (the "Public Records") and subsequently amended, hereby joins in and consents to the foregoing Complaint For Judicial Termination of Condominium.

*Josef Shayovitch*

Josef Shayovitch (Oct 16, 2024 10:41 EDT)

By: LMRR INVESTMENTS LLC

Name: Josef Shayovitch

Its: Manager

Mailing Address:

1050 WALL ST #340

LYNDHURST, NJ 07071

**Schedule I**

**LMRR INVESTMENTS LLC**

<b>Unit Number</b>	<b>Building</b>
<b>108</b>	<b>3</b>
<b>204</b>	<b>9</b>
<b>202</b>	<b>15</b>

**Joinder and Consent of Unit Owner**

TAMARIX SUR CORP., being the owner of 3 Units listed on Schedule I attached hereto, in Heron Pond Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium Establishing Heron Pond Condominium (the "Declaration"), recorded on June 14, 2006, in Official Records Book 42216, Page 910, in the Public Records of Broward County, Florida (the "Public Records") and subsequently amended, hereby joins in and consents to the foregoing Complaint For Judicial Termination of Condominium.



Monica Beatriz Dominguez (Oct 16, 2024 12:53 ADT)

By: TAMARIX SUR CORP  
Name: Monica Beatriz Dominguez  
Its: President

Mailing Address:  
5421 LINCOLN ST  
HOLLYWOOD, FL 33021

**Schedule I**

**TAMARIX SUR CORP**

<b>Unit Number</b>	<b>Building</b>
<b>101</b>	<b>11</b>
<b>206</b>	<b>17</b>
<b>208</b>	<b>9</b>

**Joinder and Consent of Unit Owner**

TENIM REALTY MANAGEMENT LLC, being the owner of 1 Unit listed on Schedule I attached hereto, in Heron Pond Condominium, together with an undivided interest in the common elements, according to the Declaration of Condominium Establishing Heron Pond Condominium (the "Declaration"), recorded on June 14, 2006, in Official Records Book 42216, Page 910, in the Public Records of Broward County, Florida (the "Public Records") and subsequently amended, hereby joins in and consents to the foregoing Complaint For Judicial Termination of Condominium.

*Kunal Tewani*

Kunal Tewani (Oct 16, 2024 15:45 EDT)

By: TENIM REALTY MANAGEMENT LLC

Name: Kunal Tewani

Its: Authorized Member

Mailing Address:

2091 NE 36 ST #50485

LIGHTHOUSE POINT, FL 33064

**Schedule I**

**TENIM REALTY MANAGEMENT LLC**

<b>Unit Number</b>	<b>Building</b>
<b>102</b>	<b>1</b>

# **Exhibit D**

Unit Owner	Property Address of Owned Unit	Instrument # of Recorded Deed	Unit Owner Mailing Address
<b>Building 1</b>			
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8320 SW 1 STREET #101, PEMBROKE PINES FL 33025	115028214	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
<b>TENIM REALTY MANAGEMENT LLC</b>	<b>8320 SW 1 STREET #102, PEMBROKE PINES FL 33025</b>	<b>118153461</b>	<b>2091 NE 36 ST #50485 LIGHTHOUSE POINT FL 33064</b>
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8320 SW 1 STREET #103, PEMBROKE PINES FL 33025	119091817	1375 GATEWAY BLVD #6 BOYNTON BEACH FL 33426
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8320 SW 1 STREET #104, PEMBROKE PINES FL 33025	115028214	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
PAIS TREE LLC	8320 SW 1 STREET #105, PEMBROKE PINES FL 33025	114534326	3411 INDIAN CREEK DR #1002 MIAMI BEACH FL 33140
MESHEL, CAROL	8320 SW 1 STREET #106, PEMBROKE PINES FL 33025	106330019	10278 LOMBARDY DR TAMARAC FL 33321-1221
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8320 SW 1 STREET #107, PEMBROKE PINES FL 33025	115028214	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
ALEKA INTERNATIONAL CORP	8320 SW 1 STREET #108, PEMBROKE PINES FL 33025	118509613	323 S 21 AVE STE C HOLLYWOOD FL 33020
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8320 SW 1 STREET #201, PEMBROKE PINES FL 33025	115028216	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
PEDRO BELTRAN ROJAS INC	8320 SW 1 STREET #202, PEMBROKE PINES FL 33025	108757080	14944 SW 33 ST DAVIE FL 33331
CRUZ, ELY	8320 SW 1 STREET #203, PEMBROKE PINES FL 33025	119284293	8320 SW 1 ST #203 PEMBROKE PINES FL 33025-5436
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8320 SW 1 STREET #204, PEMBROKE PINES FL 33025	115028217	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
MORONO, ERIC LUIS, CASTELO, SUSANA	8320 SW 1 STREET #205, PEMBROKE PINES FL 33025	114466337	1550 NW 97 TERR PEMBROKE PINES FL 33024-4453
LEE, DAVS ELAINE	8320 SW 1 STREET #206, PEMBROKE PINES FL 33025	106794151	6050 Plunkett Street #1, Hollywood, FL 33023
CASTELO, SUSANA, MORONO, ERIC LUIS	8320 SW 1 STREET #207, PEMBROKE PINES FL 33025	114312838	1550 NW 97 TERR PEMBROKE PINES FL 33024
CORAL LAKE PLAZA RESIDENCES LLC	8320 SW 1 STREET #208, PEMBROKE PINES FL 33025	110095469	20801 BISCAYNE BLVD STE 501 AVENTURA FL 33180
<b>Building 2</b>			
SEGCAS INVESTMENT LLC	100 SW 83 WAY #101, PEMBROKE PINES FL 33025	117963762	100 SW 83 WAY #101 PEMBROKE PINES FL 33025
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	100 SW 83 WAY #102, PEMBROKE PINES FL 33025	115028214	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	100 SW 83 WAY #103, PEMBROKE PINES FL 33025	115028214	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
CORAL LAKE PLAZA RESIDENCES LLC	100 SW 83 WAY #104, PEMBROKE PINES FL 33025	109762134	2645 NE 207 ST MIAMI FL 33180-1149
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	100 SW 83 WAY #105, PEMBROKE PINES FL 33025	115028214	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	100 SW 83 WAY #106, PEMBROKE PINES FL 33025	115028214	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
MESA, MARIA C	100 SW 83 WAY #107, PEMBROKE PINES FL 33025	109834282	1861 NW SOUTH RIVER DRIVE #1710 MIAMI FL 33125
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	100 SW 83 WAY #108, PEMBROKE PINES FL 33025	117360326	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
100 SW 83 WAY LLC	100 SW 83 WAY #201, PEMBROKE PINES FL 33025	114863161	9050 PINES BLVD #450-12 PEMBROKE PINES FL 33024
CASTILLO BROWARD PROPERTIES LLC	100 SW 83 WAY #202, PEMBROKE PINES FL 33025	116311302	13330 SW 20 ST MIRAMAR FL 33027-3403
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	100 SW 83 WAY #203, PEMBROKE PINES FL 33025	115028217	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
Ruiz, Maria Lenor	100 SW 83 WAY #204, PEMBROKE PINES FL 33025	107080881	100 SW 83 WAY #204, PEMBROKE PINES FL 33025
DIAZ, GRISEL L	100 SW 83 WAY #205, PEMBROKE PINES FL 33025	111508622	100 SW 83 WAY #205 PEMBROKE PINES FL 33025-5419
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	100 SW 83 WAY #206, PEMBROKE PINES FL 33025	115028217	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
ZAMBRANO, NORMA DEL ROSARIO	100 SW 83 WAY #207, PEMBROKE PINES FL 33025	107355822	100 SW 83 WAY #207, PEMBROKE PINES FL 33025
PETRONAFE LLC	100 SW 83 WAY #208, PEMBROKE PINES FL 33025	118623979	16500 COLLINS AVE UNIT 655 SUNNY ISLES BEACH FL 33160
<b>Building 3</b>			
BESLEY, LISA	164 SW 83 WAY #101, PEMBROKE PINES FL 33025	107287213	2221 Jamaica Drive, Miramar, FL 33023
DORREGO INVESTMENTS LLC	164 SW 83 WAY #102, PEMBROKE PINES FL 33025	110551278	2645 NE 207 ST AVENTURA FL 33180
GOLFFLORIDARE INC	164 SW 83 WAY #103, PEMBROKE PINES FL 33025	116189678	19936 VILLA MEDICI PL BOCA RATON FL 33434
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	164 SW 83 WAY #104, PEMBROKE PINES FL 33025	115077341	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
WEBER, WALTER E	164 SW 83 WAY #105, PEMBROKE PINES FL 33025	118152936	2877 NW 204 LN MIAMI GARDENS FL 33056-2027
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	164 SW 83 WAY #106, PEMBROKE PINES FL 33025	115028217	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	164 SW 83 WAY #107, PEMBROKE PINES FL 33025	115028217	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
<b>LMRR INVESTMENT LLC</b>	<b>164 SW 83 WAY #108, PEMBROKE PINES FL 33025</b>	<b>110346399</b>	<b>1050 WALL ST STE 202 LYNDHURST NJ 07071</b>
GALLEG0, MARILYN	164 SW 83 WAY #201, PEMBROKE PINES FL 33025	116896171	2801 NE 183 ST #1415W AVENTURA FL 33160
HERRERA, HECTOR DANIEL	164 SW 83 WAY #202, PEMBROKE PINES FL 33025	110777018	111 SE 8 AVE #803 FORT LAUDERDALE FL 33301
GONFLOR LLC	164 SW 83 WAY #203, PEMBROKE PINES FL 33025	113180662	2645 NE 207 ST AVENTURA FL 33180
CAMPUZANO, CLAUDIA YANET GARCES	164 SW 83 WAY #204, PEMBROKE PINES FL 33025	118591904	164 SW 83 WAY #204 PEMBROKE PINES FL 33025

MORALES, RAMON A  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
SILVA, JOSEFINA  
RAMIREZ, JOHN

164 SW 83 WAY #205, PEMBROKE PINES FL 33025  
164 SW 83 WAY #206, PEMBROKE PINES FL 33025  
164 SW 83 WAY #207, PEMBROKE PINES FL 33025  
164 SW 83 WAY #208, PEMBROKE PINES FL 33025

118422164  
115028217  
119241519  
109091983

11100 NW 15 ST PEMBROKE PINES FL 33026  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
164 SW 83 WAY #207 PEMBROKE PINES FL 33025  
164 SW 83 WAY #208, PEMBROKE PINES FL 33025

#### **Building 4**

FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
EDLG LLC  
KAUL, SUNAINA  
ADALIA LLC  
CAVO INVESTMENTS LLC  
GOLFLORIDARE INC  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE TRSTEE  
ANGARITA CASTELLANO, VILMA G  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
RAMNANI, PURNIMA, RAMNANI, SURESH  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
SNN REAL ESTATE HOLDINGS LLC  
HERON POND 206 LLC  
BABANI, RAJKUMAR  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE TRSTEE

228 SW 83 WAY #101, PEMBROKE PINES FL 33025  
228 SW 83 WAY #102, PEMBROKE PINES FL 33025  
228 SW 83 WAY #103, PEMBROKE PINES FL 33025  
228 SW 83 WAY #104, PEMBROKE PINES FL 33025  
228 SW 83 WAY #105, PEMBROKE PINES FL 33025  
228 SW 83 WAY #106, PEMBROKE PINES FL 33025  
228 SW 83 WAY #107, PEMBROKE PINES FL 33025  
228 SW 83 WAY #108, PEMBROKE PINES FL 33025  
228 SW 83 WAY #201, PEMBROKE PINES FL 33025  
228 SW 83 WAY #202, PEMBROKE PINES FL 33025  
228 SW 83 WAY #203, PEMBROKE PINES FL 33025  
228 SW 83 WAY #204, PEMBROKE PINES FL 33025  
228 SW 83 WAY #205, PEMBROKE PINES FL 33025  
228 SW 83 WAY #206, PEMBROKE PINES FL 33025  
228 SW 83 WAY #207, PEMBROKE PINES FL 33025  
228 SW 83 WAY #208, PEMBROKE PINES FL 33025

115028218  
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110135837  
114768781  
115089700  
109872849  
116280054  
119015564  
117510836  
115028218  
118194641  
115260628  
119257543  
117065269  
119079239  
119015564

9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
NorTeam Real Estate, 2645 NE 207 Street, Aventura, FL 33180  
8088 NW 124 TER PARKLAND FL 33076  
10300 SW 140 ST MIAMI FL 33176  
2645 NE 207 ST AVENTURA FL 33180  
19936 VILLA MEDICI PL BOCA RATON FL 33434  
1375 GATEWAY BLVE SUITE 6 BOYNTON BEACH FL 33426  
920 SAVANNAH FALLS DR WESTON FL 33327  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
103 TIVED LANE EAST EDISON NJ 08837  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
PO BOX 17405 PLANTATION FL 33318  
2841 N 73 AVE HOLLYWOOD FL 33024  
1144 NW 139 AVE PEMBROKE PINES FL 33028  
1375 GATEWAY BLVE STE 6 BOYNTON BEACH FL 33426

#### **Building 5**

FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
CAVO INVESTMENT LLC  
ROJAS, JONHERICK  
SNN REAL ESTATE HOLDINGS LLC  
ANDLUC CORP  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
CURUBICA LLC  
CALLUCHE, MIRIAM  
MDS 1231 INVESTMENTS LLC  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
IMRAN LLC  
CORAL LAKE PLAZA RESIDENCES LLC  
DELVIN AIF LLC  
EIBAR DEL SUR CORP

292 SW 83 WAY #101, PEMBROKE PINES FL 33025  
292 SW 83 WAY #102, PEMBROKE PINES FL 33025  
292 SW 83 WAY #103, PEMBROKE PINES FL 33025  
292 SW 83 WAY #104, PEMBROKE PINES FL 33025  
292 SW 83 WAY #105, PEMBROKE PINES FL 33025  
292 SW 83 WAY #106, PEMBROKE PINES FL 33025  
292 SW 83 WAY #107, PEMBROKE PINES FL 33025  
292 SW 83 WAY #108, PEMBROKE PINES FL 33025  
292 SW 83 WAY #201, PEMBROKE PINES FL 33025  
292 SW 83 WAY #202, PEMBROKE PINES FL 33025  
292 SW 83 WAY #203, PEMBROKE PINES FL 33025  
292 SW 83 WAY #204, PEMBROKE PINES FL 33025  
292 SW 83 WAY #205, PEMBROKE PINES FL 33025  
292 SW 83 WAY #206, PEMBROKE PINES FL 33025  
292 SW 83 WAY #207, PEMBROKE PINES FL 33025  
292 SW 83 WAY #208, PEMBROKE PINES FL 33025

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113596920  
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117928172  
115028218  
115028218  
117442871  
109762134  
114051340  
116348150

9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
2645 NE 207 ST AVENTURA FL 33180  
10314 NW 5 ST PLANTATION FL 33324  
PO BOX 17405 PLANTATION FL 33318  
1934 WILSON ST HOLLYWOOD FL 33020  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
5748 NE 4 AVE MIAMI FL 33137  
292 SW 83 WAY # 201 PEMBROKE PINES FL 33025-1409  
10716 NW 76 LN MEDLEY FL 33178  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
5301 SW 38 AVE FORT LAUDERDALE FL 33312  
2645 NE 207 ST MIAMI FL 33180-1149  
2980 NE 207 ST STE 405 AVENTURA FL 33180  
323 S 21 AVE SUITE C HOLLYWOOD FL 33020

#### **Building 6**

TORO MATA INVESTMENTS LLC  
GOLFLORIDARE INC  
LALWANI, INDU, LALWANI, SUNIL  
ALLORA UNO LLC  
LAXMI 1 LLC  
CUCHCALES I LLC  
CRUZ, MARTA S  
108 PINES LLC  
IMPAR LLC  
BOND SOUTH LLC  
AZIMUT GROUP I CORP  
SANCHEZ, BEVERLY

356 SW 83 WAY #101, PEMBROKE PINES FL 33025  
356 SW 83 WAY #102, PEMBROKE PINES FL 33025  
356 SW 83 WAY #103, PEMBROKE PINES FL 33025  
356 SW 83 WAY #104, PEMBROKE PINES FL 33025  
356 SW 83 WAY #105, PEMBROKE PINES FL 33025  
356 SW 83 WAY #106, PEMBROKE PINES FL 33025  
356 SW 83 WAY #107, PEMBROKE PINES FL 33025  
356 SW 83 WAY #108, PEMBROKE PINES FL 33025  
356 SW 83 WAY #201, PEMBROKE PINES FL 33025  
356 SW 83 WAY #202, PEMBROKE PINES FL 33025  
356 SW 83 WAY #203, PEMBROKE PINES FL 33025  
356 SW 83 WAY #204, PEMBROKE PINES FL 33025

118331526  
116713038  
118194590  
117997278  
118289832  
116941410  
106339643  
117594614  
117008766  
113108831  
113939967  
106329963

175 SW 7 ST #1106 MIAMI FL 33130  
1201 S OCEAN BLVD #2008 HOLLYWOOD FL 33019  
43476 LUCKETTS BRIDGE CIR ASHBURN VA 20148  
850 NEW BURTON RD #201 DOVER DE 19904  
1144 NW 139 AVE PEMBROKE PINES FL 33028  
7660 WESTWOOD DR #611 TAMARAC FL 33321  
356 SW 83 WAY #107 PEMBROKE PINES FL 33025  
13115 BISCAYNE BAY TER NORTH MIAMI FL 33181  
2627 NE 203 ST STE 218 AVENTURA FL 33180  
2980 NE 207 ST STE 405 AVENTURA FL 33180  
20341 NE 30 AVE #115 AVENTURA FL 33180  
3010 86 STREET EAST ELMHURST NY 11369

<b>NESPER, LILIAN</b>	<b>356 SW 83 WAY #205, PEMBROKE PINES FL 33025</b>	<b>106651917</b>	<b>356 SW 83 WAY #205, PEMBROKE PINES FL 33025</b>
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	356 SW 83 WAY #206, PEMBROKE PINES FL 33025	115028216	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
VOLPE, FRANCESCO	356 SW 83 WAY #207, PEMBROKE PINES FL 33025	112224489	12535 SW 14 PL DAVIE FL 33325
ADRIANA G FERNANDEZ LIV TR, FERNANDEZ, ADRIANA TRSTEE	356 SW 83 WAY #208, PEMBROKE PINES FL 33025	114036677	600 THREE ISLANDS BLVD #907 HALLANDALE BEACH FL 33009

### **Building 7**

FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	420 SW 83 WAY #101, PEMBROKE PINES FL 33025	115028210	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
MERINO, ALEJANDRO CARLOS	420 SW 83 WAY #102, PEMBROKE PINES FL 33025	111363451	5421 LINCOLN ST HOLLYWOOD FL 33021
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	420 SW 83 WAY #103, PEMBROKE PINES FL 33025	115028210	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	420 SW 83 WAY #104, PEMBROKE PINES FL 33025	115028210	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	420 SW 83 WAY #105, PEMBROKE PINES FL 33025	115028210	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
BRADSHAW, SARAI	420 SW 83 WAY #106, PEMBROKE PINES FL 33025		420 SW 83 WAY #106 PEMBROKE PINES FL 33025-1480
HISLOP, NORMAN	420 SW 83 WAY #107, PEMBROKE PINES FL 33025	106794932	420 SW 83 WAY 107 PEMBROKE PINES FL 33025
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	420 SW 83 WAY #108, PEMBROKE PINES FL 33025	115028210	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	420 SW 83 WAY #201, PEMBROKE PINES FL 33025	115028210	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	420 SW 83 WAY #202, PEMBROKE PINES FL 33025	115028210	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	420 SW 83 WAY #203, PEMBROKE PINES FL 33025	118923715	1375 GATEWAY BLVD STE 6 BOYNTON BEACH FL 33426
LA NEGRITA CORP	420 SW 83 WAY #204, PEMBROKE PINES FL 33025	113058142	5064 SW 38 WAY FORT LAUDERDALE FL 33312
EDLG LLC	420 SW 83 WAY #205, PEMBROKE PINES FL 33025	110135736	NorTeam Real Estate, 2645 NE 207 Street, Aventura, FL 33181
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	420 SW 83 WAY #206, PEMBROKE PINES FL 33025	115077341	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	420 SW 83 WAY #207, PEMBROKE PINES FL 33025	115028213	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE TRSTEE	420 SW 83 WAY #208, PEMBROKE PINES FL 33025	119315973	1375 GATEWAY BLVD SUITE 6 BOYNTON BEACH FL 33426

### **Building 8**

FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8311 SW 5 STREET #101, PEMBROKE PINES FL 33025	118796880	3930 CORAL RIDGE DR CORAL SPRINGS FL 33065
FORT LAUDERDALE DEVELOPERS LLC	8311 SW 5 STREET #102, PEMBROKE PINES FL 33025	109763179	2645 NE 207 ST AVENTURA FL 33180
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8311 SW 5 STREET #103, PEMBROKE PINES FL 33025	115028213	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8311 SW 5 STREET #104, PEMBROKE PINES FL 33025	115028213	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
EDLG LLC	8311 SW 5 STREET #105, PEMBROKE PINES FL 33025	110135735	NorTeam Real Estate, 2645 NE 207 Street, Aventura, FL 33182
HERITIER, ANDRICE	8311 SW 5 STREET #106, PEMBROKE PINES FL 33025	107482682	1310 NW 85 WAY PEMBROKE PINES FL 33024
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8311 SW 5 STREET #107, PEMBROKE PINES FL 33025	115028213	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
JULIRA INVESTMENTS INC	8311 SW 5 STREET #108, PEMBROKE PINES FL 33025	117606370	1520 SW 193 AVE PEMBROKE PINES FL 33029
BURKE, BRENTON	8311 SW 5 STREET #201, PEMBROKE PINES FL 33025	106908083	8311 SW 5 ST APT 201 PEMBROKE PINES FL 3302
MAJAR CORP	8311 SW 5 STREET #202, PEMBROKE PINES FL 33025	110424280	1180A Hallandale Beach BLVD. Hallandale Beach, Florida 33009
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8311 SW 5 STREET #203, PEMBROKE PINES FL 33025	115028213	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
SFR 2012-1 FLORIDA LLC	8311 SW 5 STREET #204, PEMBROKE PINES FL 33025	110901974	1775 HANCOCK ST #200 SAN DIEGO CA 92110
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8311 SW 5 STREET #205, PEMBROKE PINES FL 33025	115028213	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
TEIXEIRA, MANUEL	8311 SW 5 STREET #206, PEMBROKE PINES FL 33025	114105673	1200 SW 137 AVE #115-E PEMBROKE PINES FL 33027
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8311 SW 5 STREET #207, PEMBROKE PINES FL 33025	115028213	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
CHAMPAGNE, GERDA	8311 SW 5 STREET #208, PEMBROKE PINES FL 33025	119323660	8311 SW 5 ST #208 PEMBROKE PINES FL 33025-5411

### **Building 9**

INVERFIN PROPERTIES LLC	8343 SW 5 STREET #101, PEMBROKE PINES FL 33025	114463356	6175 NW 153RD ST STE 201 MIAMI LAKES FL 33014-2435
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8343 SW 5 STREET #102, PEMBROKE PINES FL 33025	115028216	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
PARRA, ANA	8343 SW 5 STREET #103, PEMBROKE PINES FL 33025	113913619	6590 SW 185 WAY SOUTHWEST RANCHES FL 33332-1431
JARAMILLO, ALBERT	8343 SW 5 STREET #104, PEMBROKE PINES FL 33025	107025161	16512 NW 9 CT PEMBROKE PINES FL 33028
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8343 SW 5 STREET #105, PEMBROKE PINES FL 33025	115028216	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
SHANTIANDA CORP	8343 SW 5 STREET #106, PEMBROKE PINES FL 33025	119214866	111 SW 3 ST SUITE 301 MIAMI FL 33130
EIR CORAB USA LLC	8343 SW 5 STREET #107, PEMBROKE PINES FL 33025	115320047	1266 MEADOWS BLVD FORT LAUDERDALE FL 33327
PACIFIC SOUTH INVESTMENTS LLC	8343 SW 5 STREET #108, PEMBROKE PINES FL 33025	108980057	8400 NW 59 CT TAMARAC FL 33321
LONDONO, CLAUDIA LORENA	8343 SW 5 STREET #201, PEMBROKE PINES FL 33025	117430278	8343 SW 5 ST #201 PEMBROKE PINES FL 33025
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8343 SW 5 STREET #202, PEMBROKE PINES FL 33025	115028216	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8343 SW 5 STREET #203, PEMBROKE PINES FL 33025	115028216	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496

<b>LMRR INVESTMENTS LLC</b>	<b>8343 SW 5 STREET #204, PEMBROKE PINES FL 33025</b>	<b>110346399</b>	<b>1050 WALL ST STE 202 LYNDHURST NJ 07071</b>
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BIMBA PROPERTIES LLC	8343 SW 5 STREET #205, PEMBROKE PINES FL 33025	110979864	19412 NE 26 AVE #141 MIAMI FL 33180
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8343 SW 5 STREET #206, PEMBROKE PINES FL 33025	115028216	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
CHEN, CHAO	8343 SW 5 STREET #207, PEMBROKE PINES FL 33025	110678749	11800 NW 20 ST PLANTATION FL 33323-1902

<b>TAMARIX SUR CORP</b>	<b>8343 SW 5 STREET #208, PEMBROKE PINES FL 33025</b>	<b>113085210</b>	<b>5421 LINCOLN ST HOLLYWOOD FL 33301</b>
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### Building 10

JAGUA INC	8375 SW 5 STREET #101, PEMBROKE PINES FL 33025	118798821	8510 NW 7 ST PEMBROKE PINES FL 33024
TULIPANES LLC	8375 SW 5 STREET #102, PEMBROKE PINES FL 33025	117603035	2750 NE 183 ST #608 AVENTURA FL 33160
ARMONY HOUSING CORP	8375 SW 5 STREET #103, PEMBROKE PINES FL 33025	111776009	2501 S OCEAN DR #522 HOLLYWOOD FL 33019
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8375 SW 5 STREET #104, PEMBROKE PINES FL 33025	114953542	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
PAUTXU LLC	8375 SW 5 STREET #105, PEMBROKE PINES FL 33025	117296797	1835 NW 112 AVE #174 MIAMI FL 33172
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8375 SW 5 STREET #106, PEMBROKE PINES FL 33025	115077341	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
BOND SOUTH LLC	8375 SW 5 STREET #107, PEMBROKE PINES FL 33025	113108670	2980 NE 207 ST STE 405 AVENTURA FL 33180
RMTUM INVESTMENTS LLC	8375 SW 5 STREET #108, PEMBROKE PINES FL 33025	115865044	3209 JUNIPER LN DAVIE FL 33330-1353
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8375 SW 5 STREET #201, PEMBROKE PINES FL 33025	115077341	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
QUECHUA TRADING INC	8375 SW 5 STREET #202, PEMBROKE PINES FL 33025	118386533	2900 NE 7 AVE #4401 MIAMI FL 33137
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8375 SW 5 STREET #203, PEMBROKE PINES FL 33025	117360326	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
PARIS INTERNATIONAL, INVESTMENTS INC	8375 SW 5 STREET #204, PEMBROKE PINES FL 33025	113288644	20200 W DIXIE HWY #907 AVENTURA FL 33180
BP FOUNDATION LAND TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8375 SW 5 STREET #205, PEMBROKE PINES FL 33025	117503619	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE TRSTEE	8375 SW 5 STREET #206, PEMBROKE PINES FL 33025	119015564	1375 GATEWAY BLVE SUITE 6 BOYNTON BEACH FL 33426
N'DOYE, CHRISTELLE	8375 SW 5 STREET #207, PEMBROKE PINES FL 33025	117138152	8375 SW 5 ST #207 PEMBROKE PINES FL 33025
BEZANILLA, JAVIER M	8375 SW 5 STREET #208, PEMBROKE PINES FL 33025	106304639	13244 SW 85 LN #105 MIAMI FL 33183

### Building 11

<b>TAMARIX SUR CORP</b>	<b>8407 SW 5 STREET #101, PEMBROKE PINES FL 33025</b>	<b>113970500</b>	<b>5421 LINCOLN ST HOLLYWOOD FL 33301</b>
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CAVO INVESTMENTS LLC	8407 SW 5 STREET #102, PEMBROKE PINES FL 33025	110135868	2645 NE 207 ST AVENTURA FL 33180
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8407 SW 5 STREET #103, PEMBROKE PINES FL 33025	115028212	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8407 SW 5 STREET #104, PEMBROKE PINES FL 33025	115028212	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
BHHF GROUP LLC	8407 SW 5 STREET #105, PEMBROKE PINES FL 33025	115340583	328 CRANDON BLVD STE 119-312 KEY BISCAYNE FL 33149
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8407 SW 5 STREET #106, PEMBROKE PINES FL 33025	115028212	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
HOPE 4 PROJECT LLC	8407 SW 5 STREET #107, PEMBROKE PINES FL 33025	116729322	3316 SW 181 TER MIRAMAR FL 33029
AA&E 1945 INC	8407 SW 5 STREET #108, PEMBROKE PINES FL 33025	115539578	800 CLAUGHTON ISLAND DR #1305 MIAMI FL 33131
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8407 SW 5 STREET #201, PEMBROKE PINES FL 33025	117360326	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8407 SW 5 STREET #202, PEMBROKE PINES FL 33025	115028212	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
GANPATI 1 LLC	8407 SW 5 STREET #203, PEMBROKE PINES FL 33025	117848250	8407 SW 5 ST #203 PEMBROKE PINES FL 33025
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8407 SW 5 STREET #204, PEMBROKE PINES FL 33025	115028212	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8407 SW 5 STREET #205, PEMBROKE PINES FL 33025	115028212	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
LAXMI 1 LLC	8407 SW 5 STREET #206, PEMBROKE PINES FL 33025	117933721	1144 NW 139 AVE PEMBROKE PINES FL 33028
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8407 SW 5 STREET #207, PEMBROKE PINES FL 33025	115028212	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8407 SW 5 STREET #208, PEMBROKE PINES FL 33025	115077341	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496

### Building 12

FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8439 SW 5 STREET #101, PEMBROKE PINES FL 33025	115028215	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
SMART REALTY INVESTMENT US LLC	8439 SW 5 STREET #102, PEMBROKE PINES FL 33025	113527110	7500 NW 25TH STREET SUITE 246 MIAMI FL 33122
SAVG LLC	8439 SW 5 STREET #103, PEMBROKE PINES FL 33025	110528396	2645 NE 207 ST AVENTURA FL 33180
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8439 SW 5 STREET #104, PEMBROKE PINES FL 33025	115028215	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
CORAL LAKE PLAZA RESIDENCES LLC	8439 SW 5 STREET #105, PEMBROKE PINES FL 33025	110095468	20801 BISCAYNE BLVD #501 AVENTURA FL 33180
MAYFAIR SOUTH LLC	8439 SW 5 STREET #106, PEMBROKE PINES FL 33025	113108712	2980 NE 207 ST STE 405 AVENTURA FL 33180
CORAL LAKE PLAZA RESIDENCES LLC	8439 SW 5 STREET #107, PEMBROKE PINES FL 33025	109762134	2645 NE 207 ST MIAMI FL 33180-1149
CORTES, ANGEL A & ROBAYO, CHERYL P	8439 SW 5 STREET #108, PEMBROKE PINES FL 33025	107771209	8439 SW 5 ST APT 108 PEMBROKE PINES FL 33025
CORAL LAKE PLAZA RESIDENCES LLC	8439 SW 5 STREET #201, PEMBROKE PINES FL 33025	109762134	2645 NE 207 ST MIAMI FL 33180-1149
JACKSON, CHERYL	8439 SW 5 STREET #202, PEMBROKE PINES FL 33025	110332627	8439 SW 5 ST #202 PEMBROKE PINES FL 33025-5424
MARIA ELENA BETANCUR TR BETANCUR, MARIA ELENA TRSTEE	8439 SW 5 STREET #203, PEMBROKE PINES FL 33025	119506839	8439 SW 5 ST #203 PEMBROKE PINES FL 33025

TILU LLC	8439 SW 5 STREET #204, PEMBROKE PINES FL 33025	114675742	2750 NE 183 ST #608 AVENTURA FL 33160
EDLG LLC	8439 SW 5 STREET #205, PEMBROKE PINES FL 33025	110135765	NorTeam Real Estate, 2645 NE 207 Street, Aventura, FL 33183
ADRIANA G FERNANDEZ LIV TR, FERNANDEZ, ADRIANA TRSTEE	8439 SW 5 STREET #206, PEMBROKE PINES FL 33025	114036678	600 THREE ISLANDS BLVD #907 HALLANDALE BEACH FL 33009
ZENTILLI, IVAN	8439 SW 5 STREET #207, PEMBROKE PINES FL 33025	108839353	2681 N FLAMINGO RD APT 2103 SUNRISE FL 33323-1781
BATIM ENTERPRISES LLC	8439 SW 5 STREET #208, PEMBROKE PINES FL 33025	113060744	1753 NW 74 WAY HOLLYWOOD FL 33024

**Building 13**

FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8471 SW 5 STREET #101, PEMBROKE PINES FL 33025	115028215	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
RIVERA, JOSE	8471 SW 5 STREET #102, PEMBROKE PINES FL 33025	106240180	7101 SW 19 TER # 13 MIAMI FL 33155
H V Z INVESTMENTS LLC	8471 SW 5 STREET #103, PEMBROKE PINES FL 33025	112908361	19380 COLLINS AVE #1719 SUNNY ISLES BEACH FL 33160
COIFMAN, GABRIEL R, LIRENBERG, ELENA R	8471 SW 5 STREET #104, PEMBROKE PINES FL 33025	110460947	9606 NW 8 CIR PLANTATION FL 33324
ORTIZ, CLARISSA	8471 SW 5 STREET #105, PEMBROKE PINES FL 33025	106384529	8471 SW 5 ST APT 105 PEMBROKE PINES FL 33025
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8471 SW 5 STREET #106, PEMBROKE PINES FL 33025	115028215	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
SPURR LLC	8471 SW 5 STREET #107, PEMBROKE PINES FL 33025	119059214	8390 W FLAGLER ST #102 MIAMI FL 33144
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8471 SW 5 STREET #108, PEMBROKE PINES FL 33025	115028215	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
HERRERA, WILLINTON H/E & HERRERA, KARINE	8471 SW 5 STREET #201, PEMBROKE PINES FL 33025	119744623	8471 SW 5 ST UNIT 201 PEMBROKE PINES FL 33025
ANTARES REAL ESTATE INVESTMENTS, LLC %DAISY P MACHADO	8471 SW 5 STREET #202, PEMBROKE PINES FL 33025	111111244	3109 GRAND AVE #401 COCONUT GROVE FL 33133
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8471 SW 5 STREET #203, PEMBROKE PINES FL 33025	115028215	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8471 SW 5 STREET #204, PEMBROKE PINES FL 33025	115028215	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
HERON POND 205 LLC	8471 SW 5 STREET #205, PEMBROKE PINES FL 33025	117222411	2841 N 73 AVE HOLLYWOOD FL 33024
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8471 SW 5 STREET #206, PEMBROKE PINES FL 33025	118922859	1375 GATEWAY BLVD STE 6 BOYNTON BEACH FL 33426
SAN DIEGO LLC	8471 SW 5 STREET #207, PEMBROKE PINES FL 33025	110199536	2645 NE 207 ST AVENTURA FL 33180
UZCATEGUI, IRENE, DOMINGUEZ, JOSE & DOMINGUEZ, ANGEL	8471 SW 5 STREET #208, PEMBROKE PINES FL 33025	115499602	8471 SW 5 ST #208 PEMBROKE PINES FL 33025

**Building 14**

DADO RENTALS LLC	401 SW 85 AVENUE #101, PEMBROKE PINES FL 33025	113518643	2645 NE 207 ST AVENTURA FL 33180
LAXMI 1 LLC	401 SW 85 AVENUE #102, PEMBROKE PINES FL 33025	118289832	1144 NW 139 AVE PEMBROKE PINES FL 33028
FEDERATED FOUNDATION TR, KIRSHBAUM LAW OFFICE LLC TRSTEE	401 SW 85 AVENUE #103, PEMBROKE PINES FL 33025	118435158	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSHBAUM LAW OFFICE LLC TRSTEE	401 SW 85 AVENUE #104, PEMBROKE PINES FL 33025	118435158	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
YUGA CORP	401 SW 85 AVENUE #105, PEMBROKE PINES FL 33025	114085116	2501 S OCEAN DR #522 HOLLYWOOD FL 33019
ALKALY, DAVID, ALKALY, LEVANA & ALKALY, JACOB	401 SW 85 AVENUE #106, PEMBROKE PINES FL 33025	109958426	3206 CARDIFF AVE LOS ANGELES CA 90034-2812
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	401 SW 85 AVENUE #107, PEMBROKE PINES FL 33025	115685706	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
WEIL, EMANUEL M & YAEL	401 SW 85 AVENUE #108, PEMBROKE PINES FL 33025	112317169	SALOMON ZRIHEN, 2440 N.E. 201st Street, Miami FL
FEDERATED FOUNDATION TR, KIRSHBAUM LAW OFFICE LLC TRSTEE	401 SW 85 AVENUE #201, PEMBROKE PINES FL 33025	118435158	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
OCEAN 1212 LLC	401 SW 85 AVENUE #202, PEMBROKE PINES FL 33025	117294096	3510 N 30 TER HOLLYWOOD FL 33021
BHHF GROUP LLC	401 SW 85 AVENUE #203, PEMBROKE PINES FL 33025	115308177	328 CRANDON BLVD STE 119-312 KEY BISCAYNE FL 33149
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	401 SW 85 AVENUE #204, PEMBROKE PINES FL 33025	115077341	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSHBAUM LAW OFFICE LLC TRSTEE	401 SW 85 AVENUE #205, PEMBROKE PINES FL 33025	118435158	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
PICON, CECILIA	401 SW 85 AVENUE #206, PEMBROKE PINES FL 33025	117759652	401 SW 85 AVE APT 206 PEMBROKE PINES FL 33025
GUZMAN-MARTINEZ, JOSE N	401 SW 85 AVENUE #207, PEMBROKE PINES FL 33025	107204475	8606 SW 3 ST #203 PEMBROKE PINES FL 33025
FEDERATED FOUNDATION TR, KIRSHBAUM LAW OFFICE LLC TRSTEE	401 SW 85 AVENUE #208, PEMBROKE PINES FL 33025	118435158	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496

**Building 15**

STARLIGHT ASSETS LLC	8420 SW 3 COURT #101, PEMBROKE PINES FL 33025	109694502	151 N NOB HILL RD PMB 442 PLANTATION FL 33324
MAVAJU CORP	8420 SW 3 COURT #102, PEMBROKE PINES FL 33025	114395383	6175 NW 153RD ST STE 201 MIAMI LAKES FL 33014-2435
FORT LAUDERDALE DEVELOPERS LLC	8420 SW 3 COURT #103, PEMBROKE PINES FL 33025	109763179	2645 NE 207 ST AVENTURA FL 33180
FEDERATED FOUNDATION TR, KIRSHBAUM LAW OFFICE LLC TRSTEE	8420 SW 3 COURT #104, PEMBROKE PINES FL 33025	118435158	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
LAXMI 1 LLC	8420 SW 3 COURT #105, PEMBROKE PINES FL 33025	117848259	8420 SW 3 ST #103 PEMBROKE PINES FL 33025
BARBEITOR LLC	8420 SW 3 COURT #106, PEMBROKE PINES FL 33025	115185504	1886 TYLER ST HOLLYWOOD FL 33020
FEDERATED FOUNDATION TR, KIRSHBAUM LAW OFFICE LLC TRSTEE	8420 SW 3 COURT #107, PEMBROKE PINES FL 33025	118435158	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
BATTERY ALLIANCE CORP	8420 SW 3 COURT #108, PEMBROKE PINES FL 33025	113792618	20341 NE 30 AVE #115 AVENTURA FL 33180
DORREGO INVESTMENTS LLC	8420 SW 3 COURT #201, PEMBROKE PINES FL 33025	110551280	2545 NE 207 ST AVENTURA FL 33180

<b>LMRR INVESTMENTS LLC</b>	<b>8420 SW 3 COURT #202, PEMBROKE PINES FL 33025</b>	<b>110056141</b>	<b>1050 WALL ST STE 202 LYNDHURST NJ 07071</b>
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FUNESHOUSE INC	8420 SW 3 COURT #203, PEMBROKE PINES FL 33025	112884522	3971 SW 8 ST STE 305 MIAMI FL 33134-2951
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FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8420 SW 3 COURT #204, PEMBROKE PINES FL 33025	115028219	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
CORAL LAKE PLAZA RESIDENCES LLC	8420 SW 3 COURT #205, PEMBROKE PINES FL 33025	109762134	2645 NE 207 ST MIAMI FL 33180-1149
TILU LLC	8420 SW 3 COURT #206, PEMBROKE PINES FL 33025	113628057	2750 NE 183 ST #608 AVENTURA FL 33160
LEON, VICTOR NUNEZ & RODRIGUEZ, FIORDALIZA	8420 SW 3 COURT #207, PEMBROKE PINES FL 33025	106339650	0-41 SADDLE RIVER RD FAIR LAWN NJ 07410-5533
FUNG DE CHANG, MAGALY	8420 SW 3 COURT #208, PEMBROKE PINES FL 33025	115275354	17121 COLLINS AVE #1803 SUNNY ISLES BEACH FL 33160

### Building 16

LAXMI 1 LLC	8340 SW 3 COURT #101, PEMBROKE PINES FL 33025	117782542	1144 NW 139 AVE PEMBROKE PINES FL 33028
STARLIGHT ASSETS LLC	8340 SW 3 COURT #102, PEMBROKE PINES FL 33025	109694763	151 N NOB HILL RD PMB 442 PLANTATION FL 33324
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8340 SW 3 COURT #103, PEMBROKE PINES FL 33025	115028219	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8340 SW 3 COURT #104, PEMBROKE PINES FL 33025	115028219	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
TEJWANI, VANDITA	8340 SW 3 COURT #105, PEMBROKE PINES FL 33025	117875582	8320 SW 1 ST #105 PEMBROKE PINES FL 33025
LAXMI 1 LLC	8340 SW 3 COURT #106, PEMBROKE PINES FL 33025	118112328	1144 NW 139 AVE PEMBROKE PINES FL 33028
<b>ENGJEAN LLC</b>	<b>8340 SW 3 COURT #107, PEMBROKE PINES FL 33025</b>	<b>114142613</b>	<b>2021 SE 10TH AVE #204 FORT LAUDERDALE FL 33316</b>
8340 HEROND POND LLC	8340 SW 3 COURT #108, PEMBROKE PINES FL 33025	110208124	18331 PINES BLVD. # 167 PEMBROKE PINES FL 33029
JESUS, JACILENE CLEMENCIA DE	8340 SW 3 COURT #201, PEMBROKE PINES FL 33025	108078664	8340 SW 3 CT #201 PEMBROKE PINES FL 33025
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8340 SW 3 COURT #202, PEMBROKE PINES FL 33025	118859041	9858 CLINTMOORE RD #C11-158 BOCA RATON FL 33498
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8340 SW 3 COURT #203, PEMBROKE PINES FL 33025	115028219	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
SHAHANI, KAREENA, SHAHANI, OMPRAKASH	8340 SW 3 COURT #204, PEMBROKE PINES FL 33025	118217014	791 5 ST SECAUCUS NJ 07094
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	8340 SW 3 COURT #205, PEMBROKE PINES FL 33025	115028219	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
RMTUM INVESTMENTS LLC	8340 SW 3 COURT #206, PEMBROKE PINES FL 33025	116533535	3209 JUNIPER LN DAVIE FL 33330
LAXMI 1 LLC	8340 SW 3 COURT #207, PEMBROKE PINES FL 33025	117785854	1144 NW 139 AVE PEMBROKE PINES FL 33028
MORILLO, MILADYS	8340 SW 3 COURT #208, PEMBROKE PINES FL 33025	109824530	501 RIVERDALE AVE #6A YONKERS NY 10705

### Building 17

CHAVES, MONICA	321 SW 84 AVENUE #101, PEMBROKE PINES FL 33025	111491575	20185 E COUNTRY CLUB DR APT 601 MIAMI FL 33180-3049
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	321 SW 84 AVENUE #102, PEMBROKE PINES FL 33025	115028219	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
ADRIANA G FERNANDEZ LIV TR, FERNANDEZ, ADRIANA TRSTEE	321 SW 84 AVENUE #103, PEMBROKE PINES FL 33025	114036679	600 THREE ISLANDS BLVD #907 HALLANDALE BEACH FL 33009
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE TRSTEE	321 SW 84 AVENUE #104, PEMBROKE PINES FL 33025	119015564	1375 GATEWAY BLVE SUITE 6 BOYNTON BEACH FL 33426
SUNSHINE REALTY ONE CORP	321 SW 84 AVENUE #105, PEMBROKE PINES FL 33025	110111025	1000 Brickell Avenue, Suite 300, Miami FL 33131
MUNOZ MEZA, CESAR AUGUSTO, VIVAS DE MUNOZ, MARILENA	321 SW 84 AVENUE #106, PEMBROKE PINES FL 33025	114959726	321 SW 84 AVE #106 PEMBROKE PINES FL 33025-1474
IDNANI, DEEPANKAR	321 SW 84 AVENUE #107, PEMBROKE PINES FL 33025	116392113	1144 NW 139 AVE PEMBROKE PINES FL 33028
NELSON, THOMAS EST	321 SW 84 AVENUE #108, PEMBROKE PINES FL 33025	106384491	13434 NW 10 St. Sunrise FL 33323
BEITI CORP	321 SW 84 AVENUE #201, PEMBROKE PINES FL 33025	110588973	12555 Orange Drive, Unit 226 Davie FL 33330
KUMAR, CHARMAINE & HENRY	321 SW 84 AVENUE #202, PEMBROKE PINES FL 33025	114002154	1462 RUNNING OAK CT ROYAL PALM BEACH FL 33411-6150
WIN INVESTMENT USA LLC	321 SW 84 AVENUE #203, PEMBROKE PINES FL 33025	118170141	16599 SW 54 CT MIRAMAR FL 33027
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	321 SW 84 AVENUE #204, PEMBROKE PINES FL 33025	115028219	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
KOAJ ENTERPRISES LLC	321 SW 84 AVENUE #205, PEMBROKE PINES FL 33025	110755961	328 CRANDON BLVD STE 119-312 KEY BISCAYNE FL 33149
<b>TAMARIX SUR CORP</b>	<b>321 SW 84 AVENUE #206, PEMBROKE PINES FL 33025</b>	<b>112303671</b>	<b>5421 LINCOLN ST HOLLYWOOD FL 33021</b>
YAYOCAMU LLC	321 SW 84 AVENUE #207, PEMBROKE PINES FL 33025	116467623	1555 BONAVENTURE BLVD STE 194 WESTON FL 33326
TICOLUCKY LLC	321 SW 84 AVENUE #208, PEMBROKE PINES FL 33025	114771445	Miami Life Realty, 2320 Hollywood Boulevard, Hollywood Florida 33020

### Building 18

FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	241 SW 84 AVENUE #101, PEMBROKE PINES FL 33025	115028220	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	241 SW 84 AVENUE #102, PEMBROKE PINES FL 33025	115028220	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
CUCHALES I LLC	241 SW 84 AVENUE #103, PEMBROKE PINES FL 33025	116941410	7660 WESTWOOD DR #611 TAMARAC FL 33321
FORT LAUDERDALE DEVELOPERS LLC	241 SW 84 AVENUE #104, PEMBROKE PINES FL 33025	109763179	2645 NE 207 ST AVENTURA FL 33180
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	241 SW 84 AVENUE #105, PEMBROKE PINES FL 33025	115028220	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	241 SW 84 AVENUE #106, PEMBROKE PINES FL 33025	115028220	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
FORT LAUDERDALE DEVELOPERS LLC	241 SW 84 AVENUE #107, PEMBROKE PINES FL 33025	109763179	2645 NE 207 ST AVENTURA FL 33180
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	241 SW 84 AVENUE #108, PEMBROKE PINES FL 33025	115077341	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496
REYNOLDS, CLAUDIA	241 SW 84 AVENUE #201, PEMBROKE PINES FL 33025	106952859	241 SW 84 AVE 201 PEMBROKE PINES FL 33025-5425
EOE ASSOCIATED INC	241 SW 84 AVENUE #202, PEMBROKE PINES FL 33025	111683820	4952 SW 101 AVE COOPER CITY FL 33328
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE	241 SW 84 AVENUE #203, PEMBROKE PINES FL 33025	115028220	9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496

FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRSTEE  
LAS ARAUCARIUS LLC  
PUERTO SEGURO LLC  
JUDU INVESTMENT LLC

241 SW 84 AVENUE #204, PEMBROKE PINES FL 33025  
241 SW 84 AVENUE #205, PEMBROKE PINES FL 33025  
241 SW 84 AVENUE #206, PEMBROKE PINES FL 33025  
241 SW 84 AVENUE #207, PEMBROKE PINES FL 33025  
241 SW 84 AVENUE #208, PEMBROKE PINES FL 33025

115028217  
115028220  
118454161  
112681217  
116343198

9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
3790 NE 209 TER AVENTURA FL 33180  
241 SW 84 AVE #207 PEMBROKE PINES FL 33025  
1753 NW 74 WAY PEMBROKE PINES FL 33024

**Building 19**

FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRS  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRS  
TILU LLC  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRS  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE TRSTEE  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRS  
EOE ASSOCIATED INC  
LINARES, DALILA  
SQUARECOINS CORP  
SQUARECOINS CORP  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRS  
BRICENO, ARIANNE DE JESUS M  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE TRSTEE  
SYR INVESTMENT PROPERTIES CORP  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE LLC TRS  
FEDERATED FOUNDATION TR, KIRSCHBAUM LAW OFFICE TRSTEE

161 SW 84 AVENUE #101, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #102, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #103, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #104, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #105, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #106, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #107, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #108, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #201, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #202, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #203, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #204, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #205, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #206, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #207, PEMBROKE PINES FL 33025  
161 SW 84 AVENUE #208, PEMBROKE PINES FL 33025

118435157  
118435157  
112424536  
118435157  
119015564  
118435157  
111381735  
106545465  
109940531  
114127494  
118435157  
113176700  
119015564  
111165629  
118435157  
119015564

9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
1660 BUNTING LN WESTON FL 33327  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
1375 GATEWAY BLVE SUITE 6 BOYNTON BEACH FL 33426  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
4952 SW 101 AVE COOPER CITY FL 33328  
106 Clifton Road, Hollywood, Florida 33023  
SERBER & ASSOC PA, 2875 NE 191 ST. #801, Aventura Fl 33180  
2903 NE 163 ST. 807, North Miami Beach, FL 33160  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
7184 NW 103 PATH DORAL FL 33178  
1375 GATEWAY BLVE SUITE 6 BOYNTON BEACH FL 33426  
2875 NE 191 ST #801 AVENTURA FL 33180  
9858 CLINTMOORE RD #C11-150 BOCA RATON FL 33496  
1375 GATEWAY BLVE SUITE 6 BOYNTON BEACH FL 33426

# **Exhibit E**

Interested Party (Or Parties)	Parcel ID	Property Address	Vesting Interest(s) Recorded in Public Records of Broward County, Florida
<b>U.S. Bank National Association, as Trustee for the CMLTI Asset-Backed Pass-Through Certificates, Series 2007-AMC3 with Litton Loan Servicing LP as servicer</b> C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324	514116AF1870	8439 SW 5 STREET #203, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 108865866 BK 46538, PG 831
<b>Paramount Residential Mortgage Group, Inc.</b> 1265 Corona Pointe Court Suite 301 Corona, CA 92879	514116AF0440	164 SW 83 WAY #204, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 118591905
<b>Cach, LLC</b> 4340 South Monaco Street 2nd Floor Denver Co 80237			Final Judgment against owner: Claudia J Garces recorded: Instr.#113996614
<b>J &amp; E Home Investments, LLC</b> c/o BARRAL, ERNESTO 2610 SW 114 AVE MIAMI, FL 33165	514116AF2860	241 SW 84 AVENUE #206, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 115693824
<b>Citadel Servicing Corporation</b> 25531 Commercentre Drive Suite 160 Lake Forest, CA 92630	514116AF0810	356 SW 83 WAY #101, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 118331529
<b>Grove Capital Finance</b> 1550 Madruga Avenue Suite 200 Coral Gables, FL 33146	514116AF1370	8343 SW 5 STREET #201, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 117430279
<b>Mortgage Electronic Registration System, Inc. (acting solely as a nominee for Lender)</b> PO Box 2026 Fling, MI 48501-2026			

<p><b>LoanDepot.com, LLC</b>  26642 Towne Centre Drive  Foothill Ranch, CA 92610</p>	<p>514116AF1590 8375 SW 5 STREET #207, PEMBROKE PINES FL 33025</p>	<p>Mortgage recorded:  Instr.# 117138153</p>
<p><b>Countrywide Mortgage Ventures, LLC</b>  d/b/a LendingLink  27001 Agoura Road  Suite 200  Calabasas Hills, CA 91301</p>	<p>514116AF0410 164 SW 83 WAY #201, PEMBROKE PINES FL 33025</p>	<p>Mortgage recorded:  Instr.# 106428512  BK 42765, PG 255</p>
<p><b>Mortgage Electronic Registration System, Inc. (acting solely as a nominee for Lender)</b>  PO Box 2026  Fling, MI 48501-2026  (MERS is the mortgagee under this Security Instrument)</p>		
<p><b>Bankers Mortgage Lending, Inc.</b>  1300 Sawgrass Corp. Pkwy.  Suite 130  Sunrise, FL 33323</p>	<p>514116AF1880 8439 SW 5 STREET #204, PEMBROKE PINES FL 33025</p>	<p>Mortgage recorded:  Instr.# 112817504</p>
<p><b>Deutsche Bank National Trust Company, as Trustee for BCAP Trust LLC 2007-AA2 Mortgage Pass-Through Certificates Series 2007-AA2</b>  1761 E St. Andrew Place  Santa Ana, CA 92705-4934</p>	<p>514116AF0670 292 SW 83 WAY #103, PEMBROKE PINES FL 33025</p>	<p>Mortgage recorded:  Instr.# 111774548</p>
<p><b>Jason Hurley</b>  Attn: Kathrn R. Coker  1404 South Andrews Avenue  Fort Lauderdale, FL 33316</p>	<p>514116AF2480 8340 SW 3 COURT #108, PEMBROKE PINES FL 33025</p>	<p>Assignment and Assumption of  Mortgage and Loan Documents  recorded:  Instr.#118691008</p>
<p><b>Amir Cohen</b>  21050 Point Place, #1906  Aventura, FL 33180</p>	<p>514116AF2250 8420 SW 3 COURT #101, PEMBROKE PINES FL 33025</p>	<p>Mortgage recorded:  Instr.# 114980728</p>
<p><b>Amir Cohen</b>  21050 Point Place, #1906  Aventura, FL 33180</p>	<p>514116AF2420 8340 SW 3 COURT #102, PEMBROKE PINES FL 33025</p>	<p>Mortgage recorded:  Instr.# 114980728</p>
<p><b>Branch Banking and Trust Company</b>  PO Box 1290  Whiteville, NC 28472</p>	<p>514116AF0480 164 SW 83 WAY #208, PEMBROKE PINES FL 33025</p>	<p>Mortgage recorded:  Instr.# 114943906</p>
<p><b>Quicken Loans, Inc.</b>  635 Woodward Ave.  Detroit, MI 48226</p>	<p>514116AF2490 8340 SW 3 COURT #201, PEMBROKE PINES FL 33025</p>	<p>Mortgage recorded:  Instr.# 113290523</p>

<p><b>Eastern Financial Florida Credit Union</b> 3700 Lakeside Drive Miramar, FL 33027</p>	514116AF1840	8439 SW 5 STREET #108, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 107771210 BK 45197 PG 971
<p><b>U.S. Bank Trust National Association, as Trustee of the Lodge Series III Trust</b> 7114 E. Stetson Dr., Ste. 250 Scottsdale, AZ 85251</p>	514116AF1180	8311 SW 5 STREET #106, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 115778244
<p><b>Countrywide Bank, FSB</b> 1199 North Fairfax St. Suite 500 Alexandria, VA 22314</p>	514116AF0310	100 SW 83 WAY #207, PEMBROKE PINES FL 33025	Mortgage recorded: BK 44565 Page 1886 (Recorded 9/4/2007)
<p><b>Suntrust Mortgage, Inc.</b> 1001 Semmes Ave. Richmond, VA 23224</p>	514116AF0330	164 SW 83 WAY #101, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 111524107 BK 49779 PG 626
<p><b>Citibank, N.A., as Trustee for the Certificate holders of Structured Asset Mortgage Investments li Trust 2007-ar3 Mortgage Pass-through Certificates, Series 2007-ar3</b> C/o Greenspoon Marder, P.A. (19941.1322) Trade Centre South, Suite 700 100 West Cypress Creek Road Fort Laderdale, FL 33309</p>	514116AF0280	100 SW 83 WAY #204, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 109089109 BK 46803 PG 1107
<p><b>JP Morgan Mortgage Acquisition Corp.</b> 383 Madison Avenue New York, NY 10179</p>	514116AF1320	8343 SW 5 STREET #104, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 116444872
<p><b>FirstKey Mortgage, LLC</b> 900 Third Avenue 5th Floor New York, NY 10022</p>	514116AF2810	241 SW 84 AVENUE #201, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 116403596
<p><b>U.S. Bank Trust National Association, no in its Individual Capacity, but solely as Trustee of Citigroup Mortgage Loan Trust 2021-JLI</b> 1011 Centre Road Suite 203 Mail Code: EX-DE-WD2D Wilmington, DE 19805</p>			Second Mortgage recorded: Instr.#: 117372434
<p><b>BankAtlantic</b> 1750 E Sunrise Blvd. Fort Lauderdale, FL 33304</p>	514116AF1210	8311 SW 5 STREET #201, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 106908084 BK 43738 PG 819



<b>Nationstar Mortgage LLC</b> 350 Highland Drive Lewisville, TX 75067-4177	514116AF1030 420 SW 83 WAY #107, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 112066229 BK 50506 PG 623
<b>Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of WaMu Asset-Backed Certificates WaMu Series 2007-HE1 Trust</b> c/o Select Portfolio Servicing, Inc. 3217 S. Decker Lake Drive Salt Lake City, UT 84119	514116AF0140 8320 SW 1 STREET #206, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 117076099
<b>U.S. Bank Trust National Association, not in its Individual Capacity but Solely as Owner Trustee for Legacy Mortgage Asset Trust 2017-RPL2</b> 60 Livingston Avenue EP-MN-WS3D St. Paul, MN 55107	514116AF0930 356 SW 83 WAY #205, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 115278319
<b>Freedom Mortgage Corporation</b> 951 Yamato Road Suite 175 Boca Raton, FL 33431	514116AF2010 8471 SW 5 STREET #201, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 119661431
<b>Aqua Finance, Inc.</b> One Corporate Drive Suite 300 Wausau, WI 54401		UCC Recorded: Instr.#: 119322527
<b>The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificate Holders CWALT, Inc., Alternative Loan Trust 2006-35CB, Mortgage Pass-Through Certificates, Series 2006-35CB</b> c/o BAC, M/C: CA6-914-01-43 1800 Tapo Canyon Road Simi Valley, CA 93063	514116AF2960 161 SW 84 AVENUE #108, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 112014952 BK 50444 PG 714
<b>Wilmington Savings Fund Society, FSB, not in its Individual Capacity but Solely as Owner Trustee, Bryant Park Revolving Trust</b> 500 Delaware Avenue 11th Floor Wilmington, DE 19801	514116AF1940 8471 SW 5 STREET #102, PEMBROKE PINES FL 33025	Mortgage recorded: Instr.# 119208595

**Mortgage Electronic Registration Systems, Inc. ("MERS"), as  
Mortgagee, as Nominee for Countrywide Mortgage Ventures,  
LLC DBA LendingLink, Its Successors and Assigns**

PO Box 2026  
Flint, MI 48501-2026

**Nationstar Mortgage LLC**  
8950 Cypress Waters Blvd.  
Dallas, TX 75019

**Midland Funding LLC**

PO Box 290335  
Tampa, FL 33687

**Asset Acceptance LLC**

PO Box 2036  
Warren, MI 48090

**U.S. Bank Trust National Association, Not in its Individual  
Capacity but Solely as Trustee of Citigroup Mortgage Loan Trust  
2020-RP2**

1133 Rankin St., Ste. 100  
St. Paul, MN 55116

**Green Corridor Property Assessment Clean Energy (PACE)  
District**

5385 Nob Hill Road  
Sunrise, FL 33351

514116AF0920 356 SW 83 WAY #204, PEMBROKE PINES FL 33025

514116AF0870 356 SW 83 WAY #107, PEMBROKE PINES FL 33025

514116AF1970 8471 SW 5 STREET #105, PEMBROKE PINES FL 33025

Mortgage recorded:  
Instr.# 116975631

Mortgage recorded:  
Instr.# 113989306

Default Final Judgment recorded:  
Instr.# 112684011  
BK 51299 PG 1132

Default Final Judgment recorded:  
Instr.# 113703685

Mortgage recorded:  
Instr.# 117048938

Summary Memorandum of  
Agreement recorded:  
Instr.#: 117479602

**Wilmington Savings Fund Society, FSB**  
**Attn: CSMC 2018-RPL6**  
**d/b/a Christiana Trust, as Owner Trustee**  
**on Behalf of CSMC 2018-RPL6 Trust**  
500 Delaware Avenue  
11th Floor  
Wilmington, DE 19801

514116AF2390 8420 SW 3 COURT #207, PEMBROKE PINES FL 33025

**Assignment of Mortgage recorded;**  
Instr#115503976  
(Recorded 12/14/2018)

**Internal Revenue Service**  
7940 Kentucky Drive  
Stop 2850F  
Florence, KY 41042

Instr# 116386158

Instr# 118882201

**LVNV Funding LLC**  
c/o Resurgent Capital Services LP  
55 Beattie Place  
Suite 110  
Greenville, SC 29601

Instr# 118672554

**Goldman Sachs Bank USA**  
c/o Zwicker & Associats, PC  
700 W Hillsborough Blvd.  
Bldg. 2, Suite 201  
Deerfield Beach, FL 33441  
southflalitigation@zwickerpc.com

Instr# 118579128

**Crown Asset Management, LLC**  
**Newrez LLC dba Shellpoint Mortgage Servicing**  
1100 Virginia Dr., Ste. 125  
Fort Washington, PA 19034

514116AF2640 321 SW 84 AVENUE #108, PEMBROKE PINES FL 33025

Assignment of Mortgage recorded:  
Instr.# 119119800

**Johnerick Rojas**  
10314 NW 5th Street  
Plantation, FL 33324

Multiple Units owned by FEDERATED FOUNDATION TR, KIRSCHBAUM Default Judgment against Kirschbaum Law Office LLC, Trustee recorded:  
Instr# 117659389

**First Republic Bank**  
111 Pine Street  
San Francisco, CA 94111

Multiple Units owned by FEDERATED FOUNDATION TR, UCC Recorded:  
Instr.#: 118435161

**FC Miramar Phase I LLC**  
c/o Kenneth J. Lowenhaupt  
pleadings@fl-landlord.com  
(no other contact info available)

514116AF0260 100 SW 83 WAY #202, PEMBROKE PINES FL 33025

Final Judgment recorded:  
Instr.#: 119482010

**JP Morgan Chase Bank N.A.**  
201 N. Walnut Street  
Wilmington, DE 19801

Default Final Judgment recorded:  
Instr.#117812436

**Portfolio Recovery Associates, LLC**  
120 Corporate BLVD.  
Norfolk, VA 23502

514116AF2620 321 SW 84 AVENUE #106, PEMBROKE PINES FL 33025

Final Judgment against Cesar Munoz  
recorded:  
Instr.# 114726033

**Ford Motor Credit Company, LLC**  
1334 S. Clearview Avenue  
Mesa, AZ 85208

514116AF0960 356 SW 83 WAY #208, PEMBROKE PINES FL 33025

Final Judgment against Adrian R.  
Fernandez recorded:  
Instr.#113521628

**Tamara McDonald**  
1300 Saint Charles Place #110  
Pembroke Pines, Florida 33026  
tmcdonald920@gmail.com

514116AF1900 8439 SW 5 STREET #206, PEMBROKE PINES FL 33025

Default Final Judgment against Puerto  
Seguro LLC recorded:  
Instr.#: 118873185

514116AF2870 241 SW 84 AVENUE #207, PEMBROKE PINES FL 33025

**State of Florida**  
17th Judicial Circuit In and For Broward County, Florida  
201 SE 6th Street, Ft Lauderdale, Fl. 33301

514116AF0290 100 SW 83 WAY #205, PEMBROKE PINES FL 33025-5419

Judgment recorded against Grisel  
Gomez Dias  
Instr.#: 114931776

**Waste Management Inc., of Florida**  
service@dsouzalegal.com

514116AF0420 164 SW 83 WAY #202, PEMBROKE PINES FL 33025

Final Judgment recorded:  
Instr.#: 118274026

**Internal Revenue Service**  
7940 Kentucky Drive  
Stop 2850F  
Florence, KY 41042

Notice of Federal Tax Lien recorded:  
Instr.#: 114039376

**Dade County Federal Credit Union**  
10900 SW 88th Street  
Miami, FL 33176  
&

514116AF1860 8439 SW 5 STREET #202, PEMBROKE PINES FL 33025

Default Final Judgment against Cheryl  
Jackson recorded:  
Instr: 118605128

**Robert Dunn, Esq.**  
8500 SW 92nd Street, Ste. 202  
Miami, FL 33156

**Milo Lending, Inc.**  
PO Box 880231  
Port St. Lucie, FL 34988

514116AF2480 8340 SW 3 COURT #108, PEMBROKE PINES FL 33025

UCC Recorded:  
Instr.#: 118529745

**LVNV Funding LLC**

55 Beattie Place, Ste. 110, MS  
Greenville, SC 29601

**Accelerated Inventory Management LLC**

6001 W William Cannon Dr.  
Ste 102  
Austin, TX 78749

**Discover Bank**

c/o The Corporation Trust Company  
1209 Orange Street  
Wilmington, DE 19801

**Capital One Bank (USA), N.A.**

15000 Capital One Drive  
Richmond, VA 23238

**Clerk Of Court of the Seventeenth Judicial Circuit**

P.O BOX 14610  
Fort Lauderdale, FL 33302

**Portfolio Recovery Associates, LLC**

120 Corporate BLVD.  
Norfolk, VA 23502

514116AF0230 100 SW 83 WAY #107, PEMBROKE PINES FL 33025

514116AF0480 164 SW 83 WAY #208, PEMBROKE PINES FL 33025

514116AF0280 100 SW 83 WAY #204, PEMBROKE PINES FL 33025

Default Final Judgment against Maria  
A. Mesa recorded:  
Instr.#: 117743326

Default Final Judgment against  
Jonathan Ramirez recorded:  
Instr.# 119501877

Default Final Judgment against  
Jonathan M. Ramirez recorded:  
Instr.# 117680707

Default Final Judgment against  
Jonathan M. Ramierz recorded:  
Instr.#: 115291806

Judgment/Lien for Attorney's Fees  
and Costs: recorded:  
Instr.#: 113727593  
Instr.#:113727591

Final Judgment against Maria E. Ruiz  
recorded:  
Instr.113272423

# **Composite Exhibit F**

## UNSAFE STRUCTURE NOTICE DATES

Notice Issue Date: Monday, August 14, 2023, and Wednesday, August 16, 2023	Notice Issue Date: Saturday, September 02, 2023	Notice Issue Date: Thursday, October 12, 2023	Notice Issue Date: Wednesday, October 25, 2023	Notice Issue Date: Tuesday, October 31, 2023
<a href="#">Building #2</a> Address: 100 SW 83 Way	<a href="#">Building #5</a> Address: 292 SW 83 Way	<a href="#">Building # 9</a> <del>Address: 8343 SW 5 Street</del> <del>(Units # 106, 107, 206, &amp; 207.)</del> As of Wednesday, July 3, 2024, all units in <a href="#">Building# 9</a> have been deemed unsafe.	<a href="#">Building # 4</a> Address: 228 SW 83 Way (Units # 104,105,108, 204, 205 & 208)	<a href="#">Building # 17</a> Address: 321 SW 84 Avenue (Units # 101, 108, 201, and 208)
<a href="#">Building #3</a> Address: 164 SW 83 Way	<a href="#">Building #14</a> Address: 401 SW 85 Way	<a href="#">Building # 11</a> Address: 8407 SW 5 Street (Units # 102, 104, 107, 202, 204, & 207.)	<a href="#">Building # 13</a> Address: 8471 SW 5 Street (Units # 107 & 207)	
<a href="#">Building #10</a> Address: 8375 SW 5 Street	<a href="#">Building #16</a> Address: 8340 SW 3 Court	<a href="#">Building # 12</a> Address: 8439 SW 5 Street (Unit# 101 & 201.)	<a href="#">Building # 18</a> Address: 241 SW 84 Avenue (Units # 102 & 202)	

Notice Issue Date: Wednesday, July 24, 2024.			
All remaining occupied units within the Heron Pond Community have been issued an <a href="#">Unsafe Structure Notice</a> .			
Building # 1 Address: 8420 SW 1st Street	Building # 4 Address: 228 SW 83 Way <b><u>All remaining units.</u></b>	Building # 6 Address: 356 SW 83rd Way	Building # 7 Address: 420 SW 83rd Way
Building # 8 Address: 8311 SW 5th Street	Building # 11 Address: 8407 SW 5th Street <b><u>All remaining units.</u></b>	Building # 12 Address: 8439 SW 5th Street <b><u>All remaining units.</u></b>	Building # 13 Address: 8471 SW 5th Street <b><u>All remaining units.</u></b>
Building # 15 Address: 8420 SW 3rd Court	Building # 17 Address: 321 SW 84th Avenue <b><u>All remaining units.</u></b>	Building # 18 Address: 241 SW 84th Avenue <b><u>All remaining units.</u></b>	Building # 19 Address: 161 SW 84th Avenue

# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

August 16, 2023

**Heron Pond Condominiums – Building 2**

**100 SW 83 Way**



**THIS UNIT SHALL BE VACATED BY AUGUST 26, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**



# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

August 14, 2023

**Heron Pond Condominiums – Building 3**

**164 SW 83 Way**



**THIS UNIT SHALL BE VACATED BY AUGUST 24, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 25, 2023

**Heron Pond Condominiums – Building 4**

**Unit # 104, 105, 108, 204, 205 & 208**

**228 SW 83 Way**



**THIS UNIT SHALL BE VACATED BY November 04, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



**By Order Of**

**Steve Pizzillo, CBO, Building Official**

**Daniel Almaguer, FCO, Fire Marshal**

**September 2, 2023**

**Heron Pond Condominiums – Building 5**

**292 SW 83 Way**



**THIS UNIT SHALL BE VACATED BY SEPTEMBER 12, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 12, 2023

**Heron Pond Condominiums – Building 9**

**Unit # 106, 107, 206, & 207**

**8343 SW 5 Street**



**THIS UNIT SHALL BE VACATED BY OCTOBER 22, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



**By Order Of**

**Steve Pizzillo, CBO, Building Official**

**Daniel Almaguer, FCO, Fire Marshal**

**July 3, 2024**

**Heron Pond Condominiums – Building 9**

**8343 SW 5 Street**



**THIS UNIT SHALL BE VACATED BY JULY 15, 2024**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

August 14, 2023

**Heron Pond Condominiums – Building 10**

**8375 SW 5 Street**



**THIS UNIT SHALL BE VACATED BY AUGUST 24, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 12, 2023

**Heron Pond Condominiums – Building 11**

**Unit # 102, 104, 107, 202, 204, & 207**

**8407 SW 5 Street**



**THIS UNIT SHALL BE VACATED BY OCTOBER 22, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 12, 2023

**Heron Pond Condominiums – Building 12**

**Unit # 101 & 201**

**8439 SW 5 Street**



**THIS UNIT SHALL BE VACATED BY OCTOBER 22, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**



# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 25, 2023

**Heron Pond Condominiums – Building 13**

**Unit # 107 & 207**

**8471 SW 5 Street**



**THIS UNIT SHALL BE VACATED BY November 04, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



**By Order Of**

**Steve Pizzillo, CBO, Building Official**

**Daniel Almaguer, FCO, Fire Marshal**

**September 2, 2023**

**Heron Pond Condominiums – Building 14**

**401 SW 85 Way**



**THIS UNIT SHALL BE VACATED BY SEPTEMBER 12, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

**OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



**By Order Of**

**Steve Pizzillo, CBO, Building Official**

**Daniel Almaguer, FCO, Fire Marshal**

**September 2, 2023**

**Heron Pond Condominiums – Building 16**

**8340 SW 3 Court**



**THIS UNIT SHALL BE VACATED BY SEPTEMBER 12, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 25, 2023

**Heron Pond Condominiums – Building 18**

**Unit # 102 & 202**

**241 SW 84 Avenue**



**THIS UNIT SHALL BE VACATED BY November 04, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# UNSAFE STRUCTURE

## OCCUPANCY IS STRICTLY PROHIBITED

THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE



By Order Of

Steve Pizzillo, CBO, Building Official

Daniel Almaguer, FCO, Fire Marshal

October 31, 2023

**Heron Pond Condominiums – Building 17**

**Unit # 101, 108, 201, & 208**

**321 SW 84<sup>th</sup> Avenue**



**THIS UNIT SHALL BE VACATED BY November 10, 2023**

**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# **UNSAFE STRUCTURE OCCUPANCY IS STRICTLY PROHIBITED**

**THIS PROPERTY IS IN VIOLATION OF THE FLORIDA BUILDING & FIRE PREVENTION CODE**



By Order of  
**Steve Pizzillo, CBO, Building Official**  
**Daniel Almaguer, FCO, Fire Marshal**  
July 24, 2024



**THIS BUILDING SHALL BE VACATED BY AUGUST 29, 2024**

**Should a Tropical Weather advisory be issued for this area, this building must be vacated immediately.**

Please scan the QR Code below for additional information



**IT IS UNLAWFUL TO REMOVE THIS NOTIFICATION WITHOUT WRITTEN APPROVAL**

# **Exhibit G**

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

IN RE:

CASE NO.: CACE 24-005243

HERON POND CONDOMINIUM  
ASSOCIATION, INC.

Petitioner.

v.

HERON POND CONDOMINIUM  
ASSOCIATION, INC.,

Defendant/Respondent

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**NOTICE OF FILING ACG ENGINEERING SERVICES, INC. ENGINEERING  
REPORT DATED JULY 22, 2024**

Daniel J. Stermer, not individually, but solely in his capacity as Court Appointed Receiver (the “Receiver”), over the Heron Pond Condominium Association, Inc., (the “Association”) by and through its undersigned counsel, hereby gives notice of filing of the attached ACG Engineering Services, Inc. Engineering Report dated July 22, 2024, advising that “all 19 buildings should be vacated” due to structural damages and deficiencies.

Dated: July 24, 2024

Respectfully submitted,

BERGER SINGERMANN LLP  
*Counsel for Receiver*  
201 East Las Olas Blvd.  
Suite 1500  
Fort Lauderdale, FL 33301  
Tallahassee, FL 32301  
Tel. (954) 525-9900

By: /s/ Brian G. Rich  
Brian G. Rich



Florida Bar No. 38229  
brich@bergersingerman.com  
Jeffrey S. Wertman  
Florida Bar No. 003093  
JWertman@bergersingerman.com  
Michael J. Niles  
Florida Bar No. 107203  
mniles@bergersingerman.com

**CERTIFICATE OF ELECTRONIC FILING AND SERVICE**

I HEREBY CERTIFY that on this 24<sup>th</sup> day of July 2024, the foregoing was filed electronically through the Florida Court's E-Filing Portal, which will send notice of electronic filing to all electronic service parties.

By: /s/ Brian G. Rich  
Brian G. Rich



Date: July 22<sup>nd</sup>, 2024

To: Board of Directors  
Heron Pond Condominium Assoc., Inc.  
8400 SW 1<sup>st</sup> Street  
Pembroke Pines, FL 33025

Building Officials  
Pembroke Pines Building Department  
601 City Center Way  
Pembroke Pines, FL 33025

Re: Heron Pond Condominium  
Buildings 1 through 19  
Update on Structural Status

Dear Directors/Building Officials:

Almost a year ago Andres Caicedo and I, representing ACG Engineering Services, Inc. (ACG), attended a meeting that included representatives from the City of Pembroke Pines, the property manager for Heron Pond at the time, and several owners from Heron Pond. During that meeting, as we discussed our initial findings as detailed in our initial reports for Buildings #2, #3, and #10 and the procedures to be followed to repair all nineteen (19) buildings, we laid out our position that there were individual units that needed to be evacuated based on our findings and that access to all balconies needed to be eliminated. Our position allowed for unit owners residing in units where no signs of interior deterioration had been observed to remain in their units without access to their balconies except in the case of emergencies.

During that part of the meeting, we were asked by the Fire Department what our recommendations would be should a storm be forecast to make landfall at the property. The ACG response was that we did not have enough information regarding the true conditions of the concealed structural elements to allow us to recommend that the buildings were safe for sanctuary in the case of an impending storm event. Therefore, ACG would recommend that all buildings be temporarily evacuated in the event of a tropical storm or hurricane warning that included the Heron Pond property within the warning area.

At the time of the meeting, the understanding between ACG and Heron Pond was that the buildings would be repaired expeditiously and in accordance with the Florida Building Code. Given the original intent and the pace with which the Contractor eventually commenced his work, the repairs would have been completed on at least 12 of the 19 buildings by now. Given the fact that we were addressing the buildings in order of worst to best structural conditions, and based on our conception of the damages, we expected to be repairing the buildings with the least number of deficiencies by this point in time. The storm warning evacuation procedure stated above would have remained in place for those buildings not yet repaired, with the understanding that the first dozen buildings already repaired, with any deficiencies discovered having been addressed, would be structurally sound.

The initial pace of the repair project lasted for less than a month, with the amount of work done per day being drastically reduced as the December holidays approached. The initial pace was never matched, or even closely approached, again. As things stand today, the structure of only one of the 19 buildings (Buildings #2) has been completely repaired and two others (Buildings #3 and #10) have been repaired to a level above 50%. None of the first six buildings (Buildings #2, #3, #10, #5, #14, and #16) has been completed and turned back over to the unit owners.



In addition to the change in pace which has resulted in most of the buildings remaining in their damaged, unrepaired conditions, we have discovered existing conditions, as part of our repair process, that speak to the concern regarding the lateral load resistance of the buildings in the case of a storm event. While the damages to the structure that affect the building's vertical (gravity) load support strength were in line with our initial findings, much about the building's lateral (wind) load support has been discovered as part of the repair process we have designed and observed and as part of discoveries made by an independent engineering firm, Specialty Engineering Consultants, Inc. (SPEC).

We observed and corrected deficiencies in the lateral load resistance structural components that were discovered during the repair processes in Buildings #2, #3, and #10. SPEC has discovered a number of deficiencies in Building #9 as well. The lateral load deficiencies are different from the structural damages that have been the focus of the year-long repair project. While the repair details in the permit documents include proper connections for the lateral load conditions, and while those connections have been applied throughout the first three buildings where the absence of proper connections were discovered, the other 16 buildings, where repairs have not yet started, likely have the same wind load resistance deficiencies.

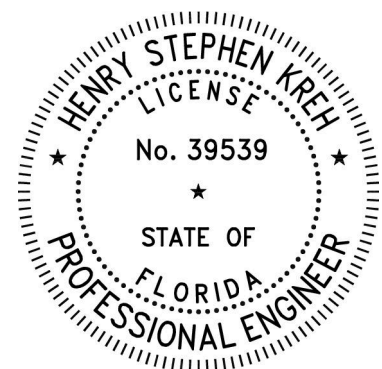
The structural damages, discovered during our survey and described in our reports, are a result of long-term exposure to the elements (moisture, termites, etc.). However, the lateral load deficiencies, such as the absence or under-sizing of necessary connections, are the result of some combination of inadequate design and inadequate construction practices. The lateral load deficiencies, hidden in the structures, the "bones" of the buildings, are not detectable by visual examination of the buildings' interiors or exteriors and they are not the cause of the visual signs of damage that led to the concerns about the structures and the commencement of the repair project.

Nevertheless, based on the fact that we are now aware of a consistency of lateral load deficiencies noted in all four buildings that have had the support structures significantly exposed to date, it is my professional opinion, to the best of my knowledge, that all 19 buildings should be vacated, at least until the end of "hurricane season," or until the required repairs have been completed and the buildings are once again deemed to be habitable.

If you have any questions, comments, or concerns, please let us know. Thank you.

Respectfully submitted,

Henry S. Kreh, P.E.  
Vice President  
ACG Engineering Services, Inc.  
FL P.E. No. 39539/FL S.I. No. 736



# **Exhibit H**

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

IN RE:

CASE NO.: CACE 24-005243

HERON POND CONDOMINIUM  
ASSOCIATION, INC.

Petitioner.

v.

HERON POND CONDOMINIUM  
ASSOCIATION, INC.,

Defendant/Respondent

---

**NOTICE OF FILING SPECIALTY ENGINEERING CONSULTANTS, INC..  
ENGINEERING REPORT DATED JULY 23, 2024**

Daniel J. Stermer, not individually, but solely in his capacity as Court Appointed Receiver (the "Receiver"), over the Heron Pond Condominium Association, Inc., (the "Association") by and through its undersigned counsel, hereby gives notice of filing of the attached Specialty Engineering Consultants, Inc. Engineering Report dated July 23, 2024, opining on the existing condition of Building 9.

Dated: August 1, 2024

Respectfully submitted,

BERGER SINGERMAN LLP  
*Counsel for Receiver*  
201 East Las Olas Blvd.  
Suite 1500  
Fort Lauderdale, FL 33301  
Tallahassee, FL 32301  
Tel. (954) 525-9900

By: /s/ Brian G. Rich

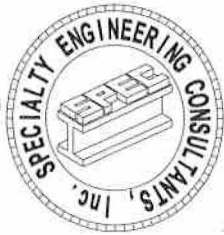
Brian G. Rich  
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Michael J. Niles  
Florida Bar No. 107203  
mniles@bergersingerman.com

**CERTIFICATE OF ELECTRONIC FILING AND SERVICE**

I **HEREBY CERTIFY** that on this 1<sup>st</sup> day of August 2024, the foregoing was filed electronically through the Florida Court's E-Filing Portal, which will send notice of electronic filing to all electronic service parties.

By: /s/ Brian G. Rich  
Brian G. Rich



July 23, 2024  
Mr. Daniel J. Stermer, Receiver  
c/o Development Specialists, Inc.  
500 East Broward Boulevard  
Suite 170  
Ft. Lauderdale, FL 33394

Re: Heron Pond

Mr. Stermer

To date, we have provided an in-depth inspection of the existing condition of building 9 at the complex known as Heron Pond. We found significant deterioration of many of the structural members and systems. This deterioration was primarily wood rot and/or termite damage. In many instances the member in question had completely disintegrated leaving only the stucco and wire lath to hold things in place. Severe damage was noted in the exterior vertical load bearing walls, floor joists, floor trusses, wood beams, exterior sheathing, roof trusses and metal connectors. In most of the cases, these members were in critical condition and at or near failure. We believe the damage comes from three origins: original construction defects, incomplete or improper repair procedures, and environmental conditions.

#### ORIGINAL CONSTRUCTION DEFECTS

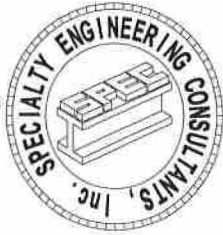
We noted structural issues or items that were not in compliance with the approved drawings or the building code at time of construction. It appears that mistakes were made during the original construction and were not noted or corrected at that time prior to obtaining a certificate of occupancy for this building. These mistakes included missing J bolts at the sill plate of the bearing walls, missing stud clips at the wall stud to top plate or sill plate, missing flat straps at the header beams, and some incomplete fire wall installations missing drywall and incorrect assembly construction.

#### INCOMPLETE OR IMPROPER REPAIR PROCEDURES

Some of the locations we investigated had been previously repaired. Some of these repairs had provided a path for moisture infiltration the effects of which are noted in other sections of this document. Some of the repairs had simply not been performed correctly. Some of the repairs were so badly damaged that you could not tell where the original construction started, and the more recent repair ended.

#### ENVIRONMENTAL CONDITIONS

Most of the damage to the exterior of the building was the result of moisture intrusion and/or termite damage. The damage was found in the exterior vertical load bearing walls, floor joists, floor trusses, wood beams, exterior sheathing, roof trusses and metal connectors. Entire structural members have been damaged or eliminated completely. It is impossible to tell at this juncture if the water damage was caused by original construction defects, design defects, or poor maintenance. What was obvious was that the damage was consistent in many areas with respect to the source and member affected. Many of the windows leaked and were significant contributors to the damage noted.



This would explain why exterior and interior areas around the bay windows were all failing. Leak locations were consistently found at the 2<sup>nd</sup> floor gable end to wall joint, at the building corners, at the balcony corners, at many of the wall joints, and at all windows. We also noted roof leaks at the wall to roof juncture over the stair areas.

Termite damage and active infestations were noted in many of our test locations. Termite damage without water damage was also found in many of the larger dimensional lumber members.

#### CONCLUSIONS

Much of the damage was non-location specific. Typical location specific damage would include design defects, or isolated member failures and can usually be contributed to a single isolated or individual source. The damage to Building 9 is universally bad. Consequently, it is reasonable to assume that similar mistakes were made throughout the community and that a lack of maintenance was similar throughout the community, and that the environmental effects would be similar throughout the community.

We have only inspected building 9. We will not offer an opinion on any structure we have not specifically inspected. It is reasonable to assume that the remainder of the buildings are in similar condition, and we would recommend that a similar program be instituted on those buildings if absolute verification of the existing condition of those buildings is required.

Thank you for allowing us to be of service in this matter. Should you have any questions please do not hesitate to contact the undersigned.

Respectfully,

Specialty Engineering Consultants, Inc.  
D. Mark LeBlanc, P.E., S.I.  
President

