

Prepared by and Return to:

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**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
HOLIDAY PARK AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this 13th day of December, 2021 by HOLIDAY PARK, LLC, a Florida limited liability company (the "Declarant").

WHEREAS, the Declarant is the owner of certain real property known as Holiday Park at Victoria Park, as described in Exhibit "A" attached hereto and made a part hereof (the "Project"); and

WHEREAS, the Declarant has constructed the Project as a planned residential community to be known as Holiday Park at Victoria Park; and

WHEREAS, the Declarant wishes to provide for the preservation and the enhancement of property values within Holiday Park at Victoria Park.

NOW THEREFORE, the Declarant hereby declares that the Project is, and shall continue to be held, transferred, sold, conveyed and occupied subject to the covenants, reservations, restrictions, easements, assessments, charges, liens and other provisions set forth in this Declaration, as amended from time to time, which are for the purpose of protecting the value and desirability of the Project and which shall run with the Project and be binding on and inure to the benefit of all parties having any right, title or interest in the Project, or any part thereof, and their heirs, successors and assigns.

ARTICLE I DEFINITIONS

Section 1.1. Definition of Terms. The following terms as used in this Declaration shall have the following meanings:

A. *ACC* means the Architectural Control Committee established pursuant to Article VIII herein.

B. *Applicable Period* means the period of time for which Assessments are collectible, whether monthly, quarterly, semi-annually or annually, as determined from time to time by the Board of Directors.

C. *Articles* means the Articles of Incorporation of the Association as may be amended from time to time, a copy of which is attached hereto as Exhibit "B".

D. *Assessment* means the charges against the Townhouse Units made by the Association from time to time, for the purposes set forth herein, including a Special Assessment and Individual Assessment, if any.

E. *Association* means Holiday Park at Victoria Park Homeowners Association, Inc., a Florida not-for-profit corporation.

F. *Association Property*, except as to the 5' non-exclusive access easements created under Section 7.12, means all personal property and real property which is owned by the Association for the sole benefit and private common use and enjoyment of all Townhouse Unit Owners as set forth in Exhibits "A" and "D" attached hereto.

G. *Board or Board of Directors* means the Board of Directors of the Association.

H. *By-Laws* means the By-Laws of the Association as may be amended from time to time, a copy of which is attached hereto as Exhibit "C".

I. *City* shall mean the City of Fort Lauderdale, a Florida municipal corporation.

J. *Association Property* means any property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the Association or which is declared to be Association Property by this Declaration. The survey and legal description of the Association Property is attached hereto as Exhibit "D".

K. *Common Expense* means all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth hereinafter.

L. *Declarant* means Holiday Park, LLC, a Florida limited liability company, its successors and assigns.

M. *Declarant's Permittees* means the guests, invitees, licensees, lenders, visitors, contractors, subcontractors, suppliers, employees, officers, directors, partners and joint venturers (and the officers, directors, shareholders and employees of such joint venturer) of the Declarant.

N. *Declaration* means this instrument and all exhibits hereto, as it has been or may be amended from time to time.

O. *Developer* means Holiday Park, LLC, a Florida limited liability company, its successors and assigns.

P. *Development Plan* means the graphic representation of the proposed manner of development of the Project which is attached hereto as Exhibit A, as it may be amended from time to time by the Declarant in accordance with this Declaration.

Q. *Easement Beneficiaries* means, except as provided in Section 7.12 below, all of the Declarant's Permittees, Townhouse Unit Owners and their families, tenants, licensees, guests, invitees, members, agents, employees, contractors and Institutional Mortgagees, and, in the case of Townhouse Unit Owners which are corporations, partnerships, or trusts, the officers and directors, partners and beneficiaries (as the case may be) thereof.

R. *Five (5') Foot Access Easements* means the five (5') foot non-exclusive access easements set forth in Section 7.12 hereof, and described in Exhibit "A" and Exhibit "D-1" attached hereto.

S. *Holiday Park* means the Project and improvements therein.

T. *Individual Assessment* means an assessment levied by the Board or the Association against a Townhouse Unit Owner, from time to time, in addition to the Assessment, for the purposes described in Article V herein.

U. *Institutional Mortgagee* means a bank, bank holding company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company or an agency of the United States Government, holding a first mortgage recorded in the Public Records on a Townhouse Unit.

V. *Property or Properties* mean all Property subject to this Declaration, together with any improvements located on the Property. The Property is described in Exhibit "A" attached hereto.

W. *Management Agreement* means any contract for management of the Association and the Project entered into between the Association and such other entity as may be selected by the Board, in its sole discretion.

X. *Member* means a Townhouse Unit Owner who is a member of the Association as provided in Article III hereof.

Y. *Plat* means the Plat of Progresso recorded in Plat Book 2, Page 18, of the Public Records of Broward County, Florida, as the same may be amended from time to time.

Z. *Project* means all of the real property encompassed in Holiday Park, as described in Exhibit A attached hereto.

AA. *Public Records* means the Public Records of Broward County, Florida.

BB. *Roadway System* means whatever roadways, bridges, sidewalks, and other areas suitable for pedestrian or vehicular traffic existing from time to time on or over the Association Property.

CC. *Rules and Regulations* means the rules and regulations of the Association as may be amended from time to time:

DD. *Special Assessment* means an Assessment levied by the Board or Association against Townhouse Unit Owners in addition to the Assessment for the purposes described in Article V herein.

EE. *Townhouse Building(s)* shall mean a single structure containing multiple Townhouse Units in which the Townhouse Units are separated by party walls and are owned in fee simple by the Townhouse Unit Owners for each respective Townhouse Unit. There are three Townhouse Buildings on the Property and within the Project. In accordance with Exhibits "A" and "D", Townhouse Building #1 shall consist of Townhouse Units #101, 102 and 103; Townhouse Building #2 shall consist of Townhouse Units 204, 205, 206, 207, 208 and 209; Townhouse Building #3 shall consist of Townhouse Units 310, 311 and 312.

FF. *Townhouse Unit(s)* shall mean fee simple owned single family dwelling units within a Townhouse Building. The surveys for each individual Townhouse Units are set forth in Exhibit "E" hereto.

GG. *ULDR* shall mean the City's Unified Land Development Regulations.

HH. *Unit Owner(s)* or *Townhouse Unit Owner(s)* shall mean the fee simple owners of Townhouse Unit(s).

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1 Property. Upon recording hereof, the Project and Properties shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2.2 Transfer or Assignment by Declarant or the Association. The property rights and obligations of the Declarant or the Association may be transferred or assigned to another person or entity similar in nature and purpose to Declarant or the Association. No such transfer or assignment, however, shall affect any revocation, change or addition to the covenants established by this Declaration, except as hereinafter provided.

Section 2.3 Withdrawal. Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Project then owned by the Declarant or its affiliates from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for Holiday Park desired to be effected by the Declarant.

Section 2.4 Platting and Other Rights. Declarant shall be entitled, from time to time, in its sole discretion, to replat or to further plat all or any part or parts of the Project, to execute a unity of title agreement or covenant running with the land in lieu of unity of title, and to file, amend or modify subdivision restrictions and/or amendments thereto with respect to any part or parts of the Project without consent of any other parties, as long as Declarant owns any Property in the Project. Further, the Declarant shall have the right to grant any easements and designate the beneficiaries thereof for such a time as it determines in its sole discretion which easements shall be for the benefit of the health, safety or welfare of the Townhouse Unit Owners or which may be required by any governmental agency. The Townhouse Unit Owners and mortgagees do hereby designate the Declarant and/or the Association as their lawful attorney in fact to execute any and all instruments on their behalf for the purposes of creating such replatting, amendments or modifications of subdivision restrictions or declarations of easement.

ARTICLE III HOLIDAY PARK HOMEOWNERS ASSOCIATION, INC.

Section 3.1 Formation. Prior to the recording of this Declaration, Declarant has caused the Association to be formed by the filing of the Articles of Incorporation thereof in the office of the Secretary of State of Florida. The purpose and powers of the Association shall be all of the purposes and powers set forth in this Declaration and in its Articles of Incorporation

and By-Laws. The Association shall be responsible for the execution, performance, administration and enforcement of all terms and conditions of this Declaration.

Section 3.2 Membership. Every Townhouse Unit Owner that is subject to Assessments under Article V of this Declaration shall automatically become a Member of the Association upon the recording of the instrument of conveyance to it or as otherwise provided in this Section 3.2. If title to a Townhouse Unit is held by more than one person, each such person shall be a Member. A Townhouse Unit Owner of more than one Townhouse Unit is entitled to one membership for each Townhouse Unit owned (subject to Section 3.4 below). Each membership is appurtenant to the Townhouse Unit on which it is based and is transferred automatically by conveyance of title to any Townhouse Unit, by filing of record therefor a deed in the Public Records evidencing such ownership. Membership shall continue until such time as the Townhouse Unit Owner transfers or conveys his or her interest in the Townhouse Unit of record or the Interest is transferred and conveyed by operation of law. No person other than a Townhouse Unit Owner and the Declarant may be a Member of the Association, and membership in the Association may not be transferred except by the transfer of title to a Townhouse Unit; provided, however the foregoing does not prohibit the assignment of membership and voting rights by any Townhouse Unit Owner who is a contract seller to such Townhouse Unit Owner's vendee in possession. No person or entity holding an interest of any type or nature whatsoever in a Townhouse Unit only as the security for performance of an obligation shall be a Member of the Association.

Section 3.3 Voting. The Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A Members are all Townhouse Unit Owners except the Declarant. The Class B member shall be the Declarant. Upon termination of Class B membership, as provided below, Class A Members are all , including the Declarant, so long as the Declarant owns any Townhouse Unit. Class A Members are entitled to cast one vote for each Townhouse Unit owned, and the Class B member is entitled to cast forty (40) votes for each Townhouse Unit owned; but as provided in the Association's Articles, the Class B Member is entitled to elect all of the members of the Board of Directors until three months after ninety percent (90%) of the Townhouse Units within the Project that will ultimately be operated by the Association have been conveyed to Townhouse Unit Owners other than the Declarant. The Declarant shall have the right to elect at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business, at least five percent (5%) of the Townhouse Units.

Section 3.4 Co-Ownership. Notwithstanding anything herein to the contrary, if more than one person owns an interest in any Townhouse Unit, or if more than one person owns separate portions of a Townhouse Unit (as permitted by Section 3.2 above), all such persons are Members; but there may be one vote in the aggregate cast with respect to each such entire Townhouse Unit. Such vote(s) may be exercised as the co-Owners determine among themselves; but no split vote is permitted among co-owners. Prior to any meeting at which a vote is to be taken, the co-Owners must file the name of the voting co-Owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-Owners have filed a general voting authority with the secretary of the Association applicable to all votes until rescinded.

Section 3.5 Class B Termination. The Class B membership will terminate and convert automatically to Class A membership (to the extent the Declarant then owns Townhouse Units) upon the happening of any of the following, whichever occurs first:

A. The Declarant conveys other than to a successor Developer, all of its right, title and interest in and to all the Townhouse Units. For purpose of this provision, a Townhouse Unit shall be considered conveyed when the deed is duly recorded in the Public Records.

B. The Declarant records a disclaimer of its respective Class B membership in the Public Records.

Upon termination of Class B membership, all provisions of this Declaration, the Articles, or By-Laws referring to Class B membership will be obsolete and without further force or effect.

Section 3.6 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration and the Articles, By-Laws and Rules and Regulations of the Association. The Articles, By-Laws and Rules and Regulations may be amended in the manner set forth therein. Whenever this Declaration shall require the consent, approval, or other action by the Declarant or the Association, as the case may be, such consent, approval or action may be granted or withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action.

ARTICLE IV ASSOCIATION PROPERTY

Section 4.1 Title to Association Property. The Association Property is intended for the use and benefit of the Members of the Association and their guests, licensees and invitees. The Association shall be responsible for the management, maintenance and operation of the Association Property and for the payment of all property taxes and other assessments which are liens against the Association Property. Simultaneously with its relinquishment of control of the Association or at such other time as Declarant determines, in its sole discretion, to convey title, whichever occurs earlier, Developer will convey all of its right, title and interest in the Association Property to the Association. Such conveyance shall be by quit-claim deed which shall become effective upon recording in the Public Records or quit claim bill of sale, as appropriate. The Association shall pay all costs of such conveyance. A Sketch and Legal Description of the real property within the Association Property is attached hereto as Exhibits "A" and "D".

Section 4.2 Acquisition and Sale of Townhouse Unit. The Association shall have the power and authority to acquire or divest itself of such interests in real and personal property as it may deem beneficial to its Members. Such interest may include fee simple or other absolute

ownership interest, leaseholds or such other possessory use interest as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this Section shall be Association Property.

Section 4.3 Maintenance of Association Property. The Association shall, by virtue of a management agreement, through independent contractors and for its own personnel, be responsible for the maintenance and repair of the Association Property (except as otherwise set forth herein), as hereinafter set forth.

Section 4.4 Rules and Regulations Governing Use of the Association Property. The Association, through its Board of Directors, shall have the absolute right to regulate the use of the Association Property, by its Members and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it, in its sole and absolute discretion, may deem to be in the best interest of its Members. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Members of the Association. Such rules and regulations may be enforced by legal or equitable action, or any other remedies for enforcement provided for therein or in this Declaration.

Section 4.5 Enforcement of Restrictions. The Association, through its Board of Directors and Townhouse Unit Owners, acting individually or collectively, shall have the authority to enforce the restrictions imposed by this Declaration in any manner provided by law and/or equity, including actions for permanent or temporary restraining orders or injunctions.

Section 4.6 Continual Maintenance. If there should ever be a dissolution of the Association, the Townhouse Unit Owners shall, immediately upon dissolution, hold title to the Association Property as tenants in common and shall collectively provide for the continued maintenance and upkeep of the Association Property in a manner or under a procedure acceptable to the County. In no instance shall the County be obligated to accept any dedication offered to it by the Townhouse Unit Owners or the Association, but the County may accept such a dedication in accordance with the then applicable requirements for acceptance of a dedication.

ARTICLE V ASSESSMENTS

Section 5.1 Procedure. The Association, through its Board of Directors, shall have the power and authority to make and collect assessments as hereinafter set forth.

Section 5.2 Liability for Assessments and Charges.

A. A Townhouse Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he or it is the Townhouse Unit Owner. The grantee shall be jointly and severally liable with the grantor for all unpaid assessments and charges against the grantor up to the time of the conveyance, without

prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of Association Property or by the abandonment of the Property for which the Assessments are made or otherwise. Declarant's lender shall not be liable for any Assessments unless and until said lender acquires title to any portion of the Project, at which time said lender shall be liable for all Assessments accruing after the date it acquires title, for the portion of the Project to which it acquires title.

B. Such Assessments shall be a lien superior to all other liens, save and except tax liens and first mortgage liens, which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years.

Section 5.3 General Assessments.

A. General Assessments shall be determined annually for the purpose of maintenance and management of the Association and the Association Property. Maintenance and management expenses referred to herein include, but are not limited to, reserves for maintenance, repairs and capital improvements, the cost and expense of operation, maintenance and management of the Association and the Association Property; property taxes and assessments on the Association Property; insurance on the Association Property; public liability Insurance; legal and accounting fees; management fees; normal repairs and replacements; charges for utilities used upon the Association Property; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members or others; and all other expenses deemed by the Board of Directors to be necessary and proper for management, maintenance, repair, operation and enforcement.

B. The Association shall annually estimate the expenses it expects to incur and the period of time involved therein and may assess its Members sufficient monies to meet this estimate. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the expenses, or in the event of emergency, the Board of Directors shall have the authority to levy and collect Special Assessments to meet such needs. All notices of Assessments from the Association to the Members shall designate when they are due and payable. All general Assessments shall be charged at a uniform rate for each Townhouse Unit, so that all Townhouse Units subject to Assessments shall be assessed equally, and provided further, that landscaping maintenance costs described in Section 6.1G shall be assessed against each Townhouse Unit based on such Townhouse Unit's percentage share of landscaping maintenance costs as outlined in Schedule 1. Notwithstanding anything contained herein to the contrary, the Declarant shall not be subject to general Assessments for capital improvements without its prior written consent.

C. General Assessments shall be collectible in advance for each Applicable Period. A general Assessment shall be considered delinquent if not paid by the first day of the month of the Applicable Period.

Section 5.4 Special Assessments.

A. The Association may levy a Special Assessment against all Townhouse Unit Owners for any of the following purposes: the acquisition of property; defraying the cost of construction of capital Improvements to the Association Property; and the cost of construction, reconstruction, unexpected substantial repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. When a Special Assessment for this purpose exceeds Two Hundred Dollars (\$200.00) per Townhouse Unit (other than an emergency Special Assessment levied pursuant to Section 5.5), it shall have the approval of the membership of the Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and such a meeting is called at least in part to secure this approval, by an affirmative vote of no less than fifty-one percent (51%) of the Members present in person or by proxy or by absentee ballot.

B. All notices of Special Assessments from the Association to the Members shall designate when the Assessment is due and payable. All Special Assessments shall be at a uniform amount for each Townhouse Unit assessed, regardless of whether a particular Special Assessment affects all Townhouse Unit Owners or a particular Townhouse Unit. Notwithstanding anything contained herein to the contrary, the Declarant shall not be subject to Special Assessments for capital improvements without its prior written consent.

C. Special Assessments shall be collectible in such manner as the Board of Directors shall determine. A Special Assessment shall be considered delinquent if not paid by the due date.

Section 5.5 Emergency Special Assessments. The Board of Directors may levy an emergency Special Assessment when, in its sole determination, there is potential danger or damage to persons or property. The Board of Directors shall not be required to obtain the approval of the membership of the Association in connection with an emergency Special Assessment. Such Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods and fires.

Emergency Special Assessments shall be collectible in such a manner as the Board of Directors shall determine. All emergency Special Assessments shall be at a uniform amount for each Townhouse Unit, regardless of whether a particular emergency Special Assessment affects all Townhouse Unit Owners or a particular Townhouse Unit. An emergency Special Assessment shall be considered delinquent if not paid by the due date. A delinquent emergency Special Assessment shall bear interest at the maximum rate allowable under the Florida usury laws from date when due until paid.

Section 5.6 Individual Assessments. The Association may levy an Individual Assessment against a particular Townhouse Unit for the cost of maintenance, repairs, replacements or fines imposed by the Board pursuant to Section 9.40 of this Declaration. When,

in the Association's sole judgment, the Townhouse Unit Owner's failure or refusal to perform has impaired the use or value of the Townhouse Unit, the Association has a right of entry unto the Townhouse Unit to perform repairs, replacements, or to cure any violation of this Declaration or the Rules and Regulation, including the right to abate or eliminate any nuisance. This Individual Assessment shall include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time.

Section 5.7 Effect of Non-payment of Assessments.

A. Any Assessment that is unpaid for more than ten (10) days after the date it is due shall bear interest at the highest lawful rate permitted by law, from the date it is due until the date it is paid. In addition, the Townhouse Unit Owner of any Townhouse Unit with respect to which an Assessment is overdue by more than twenty (20) days will be required by the Association to pay a late charge equal to the greater of Fifty Dollars (\$50.00) or five percent (5%) of the amount of the delinquent installment, such charge being to compensate the Association for the added administrative expense resulting from the delinquency. Any and all such amounts shall become a continuing lien on the Townhouse Unit against which the Assessment is made upon recording of a claim of lien in the Public records, and shall also be in the continuing personal obligation of the Townhouse Unit Owner of such Townhouse Unit at the time of Assessment.

B. If the Assessment is not paid within thirty (30) days after the due date, the Association may, at any time thereafter, accelerate the entire amount due for the period for which the Assessment was made, and declare the same immediately due and payable. The Association may also record a claim of lien in the Public Records setting forth the amount of the unpaid Assessment and the rate of interest due thereon. The Association may at any time thereafter, bring an action to foreclose the lien against the Townhouse Unit and/or a lawsuit on the personal obligation against the Townhouse Unit Owner(s), and there shall be added to the amount of such Assessment, the cost of such action, including reasonable attorney's fees through all appellate levels and, in the event a judgment is obtained, such judgment shall include interest on the Assessment and late charges as above provided, and reasonable attorney's fees through all appellate levels to be fixed by the Court, together with the costs of action.

C. In the event that a check given to the Association for payment of an Assessment shall be dishonored for any reason whatsoever, the Association shall have the right, in its sole discretion, to charge an administrative fee which shall, in no event, exceed Fifty Dollars (\$50.00). This fee shall be deemed to be a part of the Assessment, shall be secured by the Assessment lien against the affected Townhouse Unit, and may be enforced in the same manner as any other Assessment, as provided hereinabove.

Section 5.8 Lien of Mortgages. Except as provided in Section 5.3(B) hereof, any mortgagee or its successors or assignees who acquire title to a Townhouse Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's acquisition of title. Notwithstanding the foregoing, in no event shall an institutional

Mortgagee be liable for more than the Townhouse Unit's unpaid Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title to the Townhouse Unit by the Institutional Mortgagee, and for which payment in full has not been received by the Association, or one percent (1%) of the original mortgage debt, whichever amount is less. The provisions of this paragraph shall not apply unless the mortgagee joins 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. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after the transfer of title. Failure to pay the amount owed to the Association when due shall entitle the Association to record a claim of lien against the Townhouse Unit and proceed in the same manner as provided in this Section for unpaid Assessments. The foregoing limitation of liability shall apply to any purchaser at a foreclosure sale of a first mortgage regardless of whether the purchaser is the holder of the foreclosed mortgage. A mortgagee acquiring title to a Townhouse Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Townhouse Unit, whether or not such Townhouse Unit is unoccupied, be excused from the payment of any of the Assessments coming due during the period of such ownership. No sales or transfer shall relieve any Townhouse Unit from liability for any Assessment thereafter becoming due, nor from the lien of any such subsequent Assessment. Notwithstanding anything herein to the contrary, all amounts due pursuant to Article XIV which are deemed to be Assessments shall be superior to the lien of all mortgages, whether or not to an Institutional Mortgagee.

Section 5.9 Certificate of Assessments. The Association shall prepare a roster of the Townhouse Units and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. The Association shall, upon demand, furnish a Member liable for the Assessments a certificate in writing signed by an officer of the Association, setting forth whether the Member's Assessments have been paid and/or the amount which is due as of any date, provided, however, that the Association shall charge Twenty-Five Dollars (\$25.00) for each certificate requested by a Member in excess of two (2) during any calendar year. As to parties without knowledge of error who rely thereon, such certificates shall be presumptive evidence of payment or partial payment of any Assessments therein stated.

Section 5.10 Estoppel Certificate. At the request of a Townhouse Unit Owner or his or its grantee, the Board of Directors shall prepare an Estoppel Certificate which shall set forth any Assessments and charges due upon any Townhouse Unit at the time of conveyance and certify as to whether or not there are violations of this Declaration or the Rules and Regulations with respect to the Townhouse Unit as of the date of preparation of such Certificate.

Section 5.11 Guarantees. Anything to the contrary herein notwithstanding, neither the Declarant, nor any Declarant-affiliated Developer, shall be liable for any Assessments imposed upon any Townhouse Unit of which any of them are the owner as long as the Declarant pays the full amount of the deficit by which the Common Expenses (excluding reserves at Declarant's

option) exceed the Assessments payable by other Townhouse Unit Owners and all other income receivable with respect to the Common Expenses from time to time. The initial guarantee period ("Initial Period") for the Association shall be in full force and effect for a term commencing on the date the first Townhouse Unit in Holiday Park is conveyed to a purchaser by the Declarant and ending on the last day of the calendar year in which such first Townhouse Unit was conveyed, provided, however, that in the event such first Townhouse Unit is conveyed during the last three months of the calendar year, the Initial Period shall be in full force and effect for a period of one (1) year from the date the first Townhouse Unit in Holiday Park is conveyed to a purchaser by the Declarant. The Declarant shall have the option, in its sole discretion, to extend the guarantee beyond said Initial Period, provided, however, that notwithstanding anything herein to the contrary and regardless of the stated length of the guarantee beyond the Initial Period, the guarantee period shall immediately terminate upon termination of the Declarant's Class B membership. The Declarant may, at any time and from time to time, be relieved of all obligations to fund deficits as aforesaid by electing, for any Assessment or installment" period or periods, that it or its affiliated Developers will pay Assessments imposed on Townhouse Units owned by each of them in the shares provided in Sections 5.3 and 5.12, as the case may be. The deficits payable hereunder shall be computed and paid on the basis of the Association's fiscal year.

ARTICLE VI MAINTENANCE OF PROPERTY

Section 6.1 Association Responsibilities. The Association shall be responsible for maintenance of the Association Property and other areas, including, but not limited to, the following areas:

- A. Roadways, walkways and street lighting;
- B. Parking areas;
- C. Maintenance and storage areas;
- D. Entrance area;
- E. Landscaping, sprinklers, meters and mailboxes; and

F. The Association shall also be responsible for routine and normal maintenance of the irrigation system and landscaping including the trees, shrubs, flower beds and lawns of all Properties, except for any fenced, locked or enclosed area where a Townhouse Unit Owner has restricted access. Routine and normal maintenance shall include mowing, trimming and any other maintenance that the Board of Directors, in its sole discretion, deems necessary. Routine maintenance shall not include plant replacement in annual flower beds. The ACC may also specifically exclude the replacement of other landscaping materials on any specific

Townhouse Unit, including, but not limited to, exotic materials and other unusually expensive materials.

The Association shall, at all times, maintain in good repair, and shall replace as often as necessary, any and all improvements and landscaping situated on the Association Property (upon completion of construction by Developer). Maintenance of the street lighting fixtures shall include the fixtures within the Association Property, and shall further extend to payment for electricity consumed in the illumination of such lights. All maintenance and repair performed pursuant to this Section shall be performed in a fashion and standard not less than what is commonly associated with a first class, luxury residential development. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments imposed in accordance with Article V hereof.

Section 6.2 Intentionally Omitted.

Section 6.3 Townhouse Unit Owner Responsibilities. All maintenance of a Townhouse Unit shall be the responsibility of the respective Townhouse Unit Owner, unless otherwise herein stated. In the event a question arises as to whether a particular item is the maintenance, repair and replacement responsibility of the Association or the Townhouse Unit Owner, the Townhouse Unit Owner shall be deemed to be responsible for such maintenance, repair and replacement unless the Board specifically assumes such responsibility. Failure of the Townhouse Unit Owner to so maintain shall be deemed to impair the value of the neighboring Townhouse Unit and to be hazardous to the health, welfare and integrity of the neighborhood and to the Project. In the event any Townhouse Unit Owner shall fail to maintain or repair said Townhouse Unit, the improvements thereto, or the landscaping thereon within ten (10) days of written notice of same, the Association shall have the right, through its agents or employees, to enter upon said Townhouse Unit and to repair, maintain and restore the Townhouse Unit, any improvements thereto or landscaping thereon. The cost of any such repair, maintenance and restoration (plus interest from the date of such expense at eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less) shall be added to and become part of the Assessment to which said Townhouse Unit is subject and said cost shall be a lien upon said Townhouse Unit with the same force and effect as the lien for non-payment of Assessments as provided in this Declaration, the Articles and the By-laws.

A. The maintenance obligations of the Association in Section 6.1 shall be the obligation solely of the Association. Except for the payment of Assessments, the Members shall have no individual right to repair, alter, add to, replace, paint or in any other way maintain the Association Property, or any other portion of the Project other than the Townhouse Units (subject in all events to approval by the ACC).

B. Notwithstanding anything contained in this Declaration, the expense of any maintenance, repair or construction of any portion of the Association Property, or a Townhouse Unit necessitated by the negligent or willful acts of an Townhouse Unit Owner or his

family or guests shall be borne solely by such Townhouse Unit Owner and his or its Townhouse Unit shall be subject to an Individual Assessment for such expense.

**ARTICLE VII
EASEMENTS, ASSOCIATION PROPERTY,
AND RIGHT OF ENTRY**

Section 7.1 Member's Easements of Enjoyment. Subject to the provisions of this Article, each Member of the Association shall have the right and easement of enjoyment in and to the Association Property, which shall be appurtenant to and shall pass with the title to every Townhouse Unit subject to this Declaration.

Section 7.2 Extent of Member's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Declarant and the Association, in accordance with the Articles and By-laws, to borrow money for the purpose of maintaining or improving the Association Property, and to mortgage the Association Property;

B. The right of the Declarant and the Association to take such steps as they may determine are reasonably necessary to protect and maintain the Association Property;

C. The right of the Declarant and the Association to suspend the enjoyment rights of any Member for any period during which any Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published Rules and Regulations.

D. The right of the Declarant and the Association to charge reasonable fees for the use of certain amenities; and

E. Subject to the provisions of Article II, the right of the Association to dedicate or transfer all or any part of the Association Property to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association, provided that no such dedication, transfer or determination as to the purpose or conditions thereof shall be effective unless: (i) such dedication or transfer is approved by the Declarant so long as the Declarant is a Class B Member, or (ii) once the Declarant is no longer a Class B Member, three-quarters (3/4) of the total membership have voted and agreed to such dedication, transfer, purpose or condition at a duly convened regular or special meeting at which a quorum exists, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action.

Section 7.3 Easement for Utilities. The Member's easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Association Property, and the Properties, for present and future utility services to the Project, including, but not limited

to, easements for water pipes, sanitary sewer pipes, storm drainage pipes, sprinkler pipes, gas pipes, electrical wires, data transmission lines, high speed internet connections, television wires, telephone cables, security wires and street lights. Easements for such utility services are reserved by the Declarant on behalf of itself and the Association, for all buildings and improvements which have been or may be constructed on the Project, and the Declarant and the Association may grant specific easements to utility companies and others as it deems necessary or appropriate.

Section 7.4 Easement for Landscaping and Maintenance. A perpetual, non exclusive easement is hereby granted in favor of the Declarant and the Association (and their respective employees, agents, contractors, subcontractors and suppliers) over, under, through and across any portion or portions of the Project for the purpose of preserving vegetation, and maintaining the Property pursuant to applicable law, rule, ordinance or agreement, and constructing, reconstructing, replacing, repairing, maintaining and operating landscaping, irrigation, and other structures and facilities as the Declarant or Association, each in its sole discretion, deems appropriate to provide sound and visual buffering and screening of the Project from contiguous areas and streets and from areas within the Project.

Section 7.5 Easement for Wall Maintenance. A perpetual, non exclusive easement is hereby granted in favor of the Declarant and the Association (and their respective employees, agents, contractors, subcontractors and suppliers) over, under, through and across any portion or portions of the Project for the purpose of constructing, reconstructing, replacing, repairing and maintaining walls and fences adjacent to or within a wall maintenance easement and any other wall or fence providing sound and visual buffering and screening of the Project from contiguous areas and streets and from areas within the Project.

Section 7.6 Easement for Emergency Right of Entry. In case of any emergency originating in or threatening any Townhouse Unit, regardless of whether the Townhouse Unit Owner is present at the time of such emergency, the Board of Directors, or any other Member authorized by it, or the management agent under a Management Agreement, shall have the right, but not the obligation, to enter such Townhouse Unit for the purpose of remedying, or abating the cause of such emergency and such right of entry shall be immediate.

Section 7.7 Easement for Sidewalks. Notwithstanding the fact that sidewalks may be located upon a Property, sidewalks are subject to an easement for use by all Easement Beneficiaries. It shall be the obligation of the Association to maintain such sidewalks, walking paths, and bike paths.

Section 7.8 Easement for Vehicular Traffic. A perpetual, non-exclusive easement to pass and re-pass, in case of any paved area clearly intended for vehicular traffic, by appropriate vehicle over and across the Roadway System is hereby granted in favor of Easement Beneficiaries. This easement shall further be subject to the provisions hereof and the Association's rights to institute access control measures for Holiday Park or any part thereof as the Declarant or the Association considers reasonable and to regulate access, speed and the type

of traffic over the Roadway System (by, among other devices, traffic lights, signs, speed bumps and other means, which, if unregulated, might provide a source of danger or annoyance to certain Townhouse Unit Owners).

Section 7.9 Easement for Public Services. A perpetual, non-exclusive easement is hereby granted in favor of fire, police, health, sanitation and other public service personnel over and across the Association Property for the purpose of performing their appropriate functions.

Section 7.10 Easement for Encroachments. If any building or improvement now or hereafter constructed by the Declarant or a Developer encroaches as initially constructed on any portion of the Association Property, or after being repaired or restored after casualty in a manner substantially in accordance with its original plans and specifications, encroaches on any portion of the Association Property, an easement shall exist for the encroachment and its maintenance as long as the improvement causing it exists, provided, however, that no such encroachment shall materially impair reasonable pedestrian and vehicular use of the Association Property as contemplated hereby.

Section 7.11 Easement for Maintenance Repair and Rebuilding. Subject to the provisions hereof, a perpetual non-exclusive easement is hereby granted in favor of each Townhouse Unit Owner (and the employees, agents, contractors, subcontractors and suppliers of each such Townhouse Unit Owner) over, under, through and across the Association Property as reasonably required to maintain, modify, repair, restore, refurbish, replace or rebuild, as necessary, the improvement or improvements that are part of the Property administered or owned by it, all in accordance with and subject to the terms, conditions and restrictions of this Declaration and the Rules and Regulations. There is also granted to the Declarant and the Association, (and their respective employees, agents, contractors, subcontractors and suppliers) a perpetual easement over, under, and through all of the Project as reasonably required to maintain, modify, repair, restore, refurbish, replace or rebuild walls, fences, gates and buffers.

Section 7.12. Easements for Five (5) Foot Non-Exclusive Access Easements required by the City's ULDR. Pursuant to ULDR Section 47-18.33 (B), (5) a five (5) foot non-exclusive pedestrian access easement is hereby declared, granted and established over, across, along and above, [subject to exceptions set forth in ULDR 47-18.33 (B) (5)] the front, side and rear yards of each Townhouse Building in favor of the fee simple Unit Owners of the Townhouse Units within the applicable Townhouse Building, provided that no improvements or structures may be placed within such pedestrian access easement areas that would hinder, frustrate or inhibit in any manner free and unobstructed use of the easement areas for pedestrian usage and transit. The five (5) foot non-exclusive access easements for each Townhouse Building are set forth in Exhibits "A" and "D-1" attached hereto.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

The members of the Board of Directors shall appoint an Architectural Control Committee (hereinafter called the "ACC") for the purposes hereinafter set forth.

Section 8.1 Membership and Qualifications of the ACC. The ACC shall consist of not less than three (3) nor more than five (5) members appointed by the Board shall have the exclusive power and discretion to control and approve all of the "Improvements" as defined below, on each Townhouse Unit in the manner and to the extent set forth herein. The Declarant (by and through the Developer) shall be empowered to enforce the covenants and restrictions set forth in this Article and otherwise act as the ACC prior to the formation of the ACC, which upon appointment, shall assume and be responsible for such enforcement. The Declarant's right to act as the ACC pursuant to the foregoing sentence shall terminate upon the termination of all Class B membership in the Association. References in this Article to the ACC shall mean the Developer, as agent of the Declarant, until the ACC is appointed. There shall be no requirement that any of the members of the ACC be a Member of the Association.

Section 8.2 Purpose of the ACC. The ACC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within Holiday Park. The improvements and construction contemplated hereunder shall include, but not be limited to, any building, fence, wall, swimming pool, spa, mailbox, screened enclosure or screening of any type, sewer drains, disposal systems, decorative building, outdoor lighting, landscaping, driveway and any and all other types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, painting, tinting and coloring of any of the above, and the placement and location of any fixed objects such as poles, panels, lines and electronics, including but not limited to, approved satellite dishes, and any additions, modifications and/or alterations thereto (sometimes referred to as an "Improvement").

Section 8.3 Review and Approval by the ACC. No Improvement, whether attached to or detached from the main dwelling, shall be commenced, placed, erected, or allowed to remain on any Townhouse Unit, nor shall any modification, addition to, or exterior change or alteration thereto be made, unless and until the plans and specifications for such Improvements shall have been submitted to and approved in writing by not less than a majority of the members of the ACC. The ACC shall review all plans and specifications for Improvements, it being the intent of the Association to provide for the harmonious and aesthetically pleasing development of Holiday Park. The ACC shall evaluate the proposed Improvements with emphasis upon the exterior design, materials and color; location of the Improvement in relation to surrounding structures and/or Improvements; topography; and conformity to the restrictive covenants imposed hereunder.

In the event that: (i) there are any existing violations of this Declaration or the ACC's procedures and guidelines pertaining to a Townhouse Unit, if any, or (ii) if any documents or other items requested by the ACC pertaining to a Townhouse Unit are past due in receipt, then, notwithstanding anything set forth in this Declaration to the contrary, the ACC may refrain from taking any action in reviewing and approving submitted plans or specifications until such violations are corrected, or documents or other items are received.

No review or approval of plans or specifications by the ACC shall imply or be deemed to constitute an opinion by the ACC of, nor impose upon the ACC, any responsibility for, the design or construction of building elements, including, but not limited to, structural integrity of improvements or the compliance with applicable governmental and quasi-governmental requirements. The scope of any review and approval of plans or specifications by the ACC is limited solely to whether the plans meet certain requirements, standards and guidelines established in this Declaration and/or by the ACC relating primarily to aesthetics and the harmony and compatibility of the proposed Improvements with other improvements at Holiday Park. Any such review or approval will create no liability of the ACC to any purchaser of the Improvements or to any other person or party whomsoever.

Section 8.4 Procedures and Guidelines. The ACC shall promulgate such procedures and guidelines as it deems necessary and proper, setting forth guidelines and procedures to be followed by any applicant seeking its approval as required in Section 8.3 hereof, which, in any event, shall not be in conflict with the provisions of this Declaration and which shall afford to each applicant a reasonable and adequate opportunity to present his or her proposal. The procedures and guidelines shall include, but not necessarily be limited to, an adequate application form together with such reasonable fees for processing applications as the ACC may deem necessary. Procedures and guidelines, as promulgated, shall be subject to the approval of the Board of Directors and, upon such approval, a copy thereof shall be made available to all Members in the office of the Association. Any revisions, additions, deletions and/or amendments to the procedures and guidelines shall, likewise, have the approval of the Board of Directors and copies shall be made available in the office of the Association to all Members.

Section 8.5 Procedure Before the ACC. An applicant may, at his or her discretion, request an informal meeting with a member or members of the ACC to discuss any proposed Improvement for the purpose of securing relevant information regarding the covenants and restrictions set forth herein and for determining the ACC's general standards as they relate to such proposed Improvement. Prior to the commencement of any work, an applicant must submit to the ACC a fully executed application and fees as may then be required by the ACC. Each application shall be accompanied by two (2) sets of plans and specifications for the proposed Improvement and such additional information as the ACC may reasonably require (which may include samples of exterior materials and exterior color selections to be used in the Improvement) to adequately make the

determinations required of it pursuant to this Declaration. Notwithstanding the foregoing, the ACC, in its sole discretion, may waive the requirement to submit plans and specifications with the application if the proposed Improvements can reasonably and lawfully be completed without such details.

The plans and specifications shall have been prepared by an architect, landscape architect, engineer and/or surveyor, as determined by the ACC, licensed in the State of Florida. The plans and specifications shall 'consists of: (i) a complete set of construction working drawings; (ii) a surface water drainage plan showing existing and design grades and/or contours relating to the predetermined ground floor finish elevation as established by the ACC; and (iii) two (2) sets of plans and specifications for the building's landscaping design and irrigation systems.

No later than thirty (30) days after receipt of the plans and specifications (unless the applicant waives this time requirement in writing), the ACC shall respond to the application in writing by approving said application, approving said application with required modifications, disapproving said application, or requiring additional information. In the latter event, the ACC shall respond in writing no later than thirty (30) days after receipt of said requested additional information (unless the applicant waives this time requirement in writing). In the event the ACC fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant pursuant to a waiver), the application shall be deemed approved. In the event of approval of said application, the applicant shall provide the ACC with written notice of the following:

A. Any proposed change in the plans and/or specifications as approved by the ACC. Any and all alterations, deletions, additions and changes of any type or nature whatsoever in the plans and/or specifications as approved by the ACC shall be subject to the approval of the ACC in the same manner as is required for approval of original plans and/or specifications; and

B. Completion of construction and where applicable, the receipt of a Certificate of Occupancy or Certificate of Completion from the Building and Zoning Department of Broward County, Florida, or its successor. The Improvement shall not be used or, in the instance where a Certificate of Occupancy or a Certificate of Completion is applicable, it shall not be occupied until such time as the ACC has inspected the premises and approved same for compliance with the application as previously approved by the ACC. In the event the ACC fails to respond within seven (7) days after receipt of the notice, the work shall be deemed approved and this requirement shall be deemed waived by the ACC.

Section 8.6 Disapproval. In the event of disapproval of the application as submitted, no work or construction shall be commenced in furtherance of the proposed Improvement. The applicant, in such event, may request a formal meeting with the ACC to review the application as submitted. The meeting shall take place no later than thirty

(30) days after written request for the meeting is received by the ACC (unless applicant waives this time requirement in writing). The ACC shall make a final written decision no later than thirty (30) days after the meeting and, in the event the ACC fails to provide a written decision, the application shall be deemed approved. Upon continued disapproval, the applicant may request a formal meeting before the Board of Directors, which shall take place no later than thirty (30) days subsequent to the receipt of the request by the Board (unless the applicant waives this time requirement in writing). If the Board of Directors fails to grant a meeting within thirty (30) days after receipt of a request of such meeting, then the application shall be deemed approved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting and, in the event the Board of Directors fails to provide such written decision, such application shall be deemed approved. The decision of the Board of Directors shall be final and binding upon the applicant, his or her heirs, successors and assigns.

Section 8.7 Notification to Board of Directors. The ACC shall promptly notify the Board of Directors of any application made to it pursuant to this Article and, in addition, shall notify the Board of Directors of the disposition of such application.

ARTICLE IX PERMITTED AND PROHIBITED USES

Section 9.1 Property Restrictions. A single family residence may be constructed on more than one (1) Property only with the prior written consent of the ACC and the Board of Directors.

Section 9.2 Clotheslines. Clotheslines shall not be permitted on any Property. No linens, clothing or household fabrics, curtains, rugs, or laundry of any kind shall be hung, dried or aired from any windows, doors, fences, balconies, terraces, or other portions of any Property.

Section 9.3 Garbage and Trash Containers. No Property shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage, grass, shrub or tree clippings and other waste shall be kept in sanitary containers and, except during pickup, all containers shall be kept out of sight from the street. No containers shall be placed along the roadway prior to 7:00 p.m. of the day prior to each scheduled pick up. No odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any Property in the vicinity thereof or to its occupants.

Section 9.4 Removal of Trees. In reviewing building plans, the ACC shall take into account the natural landscaping, such as trees and shrubs, and encourage the Townhouse Unit Owner to incorporate them in his landscaping plan. No trees shall be cut or removed without the approval of the ACC. When such a tree is removed, the

Townhouse Unit Owner will replace it with a similar tree or trees acceptable to the ACC on another portion of the Property.

Section 9.5 Landscaping. All landscaping of Properties, including street trees and lot coverage trees, shall be planted and maintained pursuant to guidelines and specifications established by the ACC, which shall equal or exceed applicable County requirements in existence at the time construction (or reconstruction in the event of total destruction) of a residence on a Property has commenced. All Townhouse Units shall be fully landscaped, including complete sod coverage of all lawn areas with grass varieties approved by the ACC. Automated irrigation shall be required and installed at the time of the construction of a residence and shall be adequate to service all designated landscape elements. The source of water shall be free of elements which cause discoloration and shall be required to be water provided by a local utility. No sprinkler or irrigation system of any type may draw upon ground or surface waters.

Section 9.6 Antennae and Other Rooftop Accessories. Subject to the provisions of Article VIII, an exterior satellite dish not in excess of one (1) meter and not visible from the Roadway System and an antenna not visible from the Roadway System may be permitted to be placed on a Property. Solar panels may be placed upon a Property only if they are not visible from the Roadway System and not otherwise objectionable in the opinion of the ACC. Wind driven attic ventilators shall not be permitted.

Section 9.7. Accessory Buildings. With the exception of pool cabanas, gazebos and similar recreational buildings, no other building or structure of any kind (in addition to the residence) will be permitted on any Property. Construction trailers and sheds may be utilized by licensed general contractors while constructing and reconstructing a residence for a period of time reasonably necessary to complete such construction, reconstruction, renovation or improvement, but in no event may such trailers or sheds be used at any time for residential living purposes.

Section 9.8 Property Use. Subject to the next sentence, no Property shall be used or occupied for any purpose other than residential. No business or commercial building shall be erected on any Property, nor shall any business be conducted on any part thereof, provided, however, that a Townhouse Unit Owner may have a home office located in a Townhouse Unit so long as any activity conducted in the Townhouse Unit by the Townhouse Unit Owner does not interfere with the enjoyment by another Townhouse Unit Owner of his Townhouse Unit, in the reasonable opinion of the Association.

A Townhouse Unit owned or leased by an individual(s), corporation, partnership, trust or other fiduciary may only be occupied by the following persons and such persons' families: (i) the individual Townhouse Unit Owner(s), (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or approved sublease of the Townhouse Unit, as the case may be.

In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom and one (1) person per den (as defined from time to time by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Townhouse Unit by persons in addition to those set forth above. The provisions of this Section 9.11 shall not be applicable to Townhouse Units used by the Developer for model homes, sales offices or management services.

As used herein, family, or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Townhouse Unit as or together with the Townhouse Unit Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Townhouse Unit. Unless otherwise determined by the Board of Directors, a person(s) occupying a Townhouse Unit for more than one (1) month without the Townhouse Unit Owner or a member of his family being present shall not be deemed a guest but rather shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 9.11 and the Board of Directors shall enforce, and the Townhouse Unit Owners comply with, same with due regard for such purpose.

Section 9.9 Leases. No Townhouse Unit Owner may lease its Townhouse Unit more than one (1) time in any one (1) month period, regardless of the lease term. Regardless of whether expressed in the applicable lease, if any, a Townhouse Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) and occupant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration or of any and all Rules and Regulations of the Association promulgated from time to time. This Section shall also apply to subleases, assignments and renewals of leases. A Townhouse Unit Owner shall provide a copy of all leases to the Association not later than five (5) days prior to the commencement date of the lease.

All leases shall be in writing, and shall provide that the Association shall have the right (i) to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, By-Laws, or the Rules and Regulations, and (ii) to collect all rental payments due to the Townhouse Unit Owner and to apply same against unpaid Assessments if, and to the extent that, the Townhouse Unit Owner is in default in the payment of Assessments.

"Leasing", for purposes of the Rules and Regulations, is defined as the regular, exclusive occupancy of a Townhouse Unit by any person or persons other than the Townhouse Unit Owner for which the Townhouse Unit Owner receives any consideration or benefit, including but not limited to, a fee, service, gratuity, or emolument. "Leasing" shall not include the temporary occupancy by any person or persons of a Townhouse Unit

which is owned by the Developer for sales or marketing purposes, regardless of whether the Developer receives any consideration or benefit.

Each Townhouse Unit may be leased only in its entirety; no fraction or portion of a Townhouse Unit may be leased. There shall be no subleasing of Townhouse Units or assignment of leases.

Section 9.10 Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Project and including full compliance by them with any and all Rules and Regulations of the Association promulgated from time to time.

Section 9.11 Signs. No sign, poster, display, billboard or other advertising device of any kind including, without limitation, "FOR SALE", "FOR RENT", security service or construction signs shall be displayed to the public view on any portion of a Property without the prior written consent of the Association, except: (i) signs, regardless of size used by the Declarant, its successors or assigns or a party developing or marketing any portion of the Project, including signs used for construction or repairs, advertising, marketing, sales or leasing activities; (ii) signs installed as part of the initial construction of the Townhouse Units and replacements of such signs (similar or otherwise); (iii) bulletin boards, entrance, directional, informational and similar signs used by the Association; and (iv) except as may be required by legal proceedings, it being understood that the ACC will not grant permission for signs unless their erection is reasonably necessary to avert serious hardship to the Townhouse Unit Owner. Furthermore, the size and design of all signs, house numbering, outside lamp posts, and other such materials shall be approved by the ACC and shall display continuity and conformity throughout the entire development. If permission is granted, the ACC reserves the right to restrict size, color, content and location of signs. No sign shall be nailed or attached to a tree.

Section 9.12 Air Conditioning Units. No window or wall mounted air conditioning units may be installed in any Townhouse Unit.

Section 9.13 Window and Door Treatments. No reflective film, tinting or window coverings shall be installed on any windows or glass doors, except as necessary to replace or restore tinting of glass surfaces as originally installed, unless approved by the ACC. No aluminum foil may be placed in any window or glass door of a Townhouse Unit, and no reflective substance may be placed on any glass in a Townhouse Unit, except for any substance previously approved by the ACC for energy conservation or hurricane protection purposes. No unsightly materials may be placed on any window or glass door or shall be visible through such window or glass door.

Section 9.14 Firearms. The discharge of firearms within the Project is prohibited. The term "firearms" includes "B-B" guns, pellet guns, stun-guns, and other firearms of all types, regardless of size.

Section 9.15 No Improper Uses. No improper, offensive, immoral, hazardous or unlawful use shall be made of the Project or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Project, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Project, as elsewhere herein set forth. Furthermore, no behavior or practice shall be permitted on the Association Property that endangers or unreasonably annoys any Easement Beneficiary, or other authorized user of the Association Property or that might cause the premiums for insurance contemplated herein to be increased. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Declaration.

Section 9.16 Hurricane Protection. No type of hurricane protection may be installed in or around a Townhouse Unit, other than hurricane shutters, hurricane panels or other hurricane protection equipment, the style and type of which shall be subject to approval by the ACC, and which shall be installed or affixed in a manner approved by the ACC. All hurricane shutters and similar equipment shall be removed, except during periods of hurricane or tropical storm watches or warnings. Each Townhouse Unit Owner who is not a permanent resident shall appoint an agent to remove and/or secure outdoor furniture, planters and other items that could become airborne or otherwise present a hazard during a hurricane or other tropical storm; each Townhouse Unit Owner shall also notify the Association of the name, address and telephone number of such person. Townhouse Unit Owners who are permanent residents, but who will be absent from their Townhouse Unit, shall do likewise for and during the periods of their absences.

Section 9.17 Nuisances. No portion of any Townhouse Unit shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of any Townhouse Unit thereon that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No noxious or offensive activity shall be carried on in any Townhouse Unit or the Association Property nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Townhouse Unit Owner. Without limiting the foregoing, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy, smoky or unsightly vehicles, large power equipment or tools, unlicensed off-road motor vehicles or other items which may unreasonably disturb other Townhouse Unit Owners shall be

located, used or placed on any portion of the Project without the prior written approval of the Board. During the hours from 11:00 p.m. through 8:00a.m., no Townhouse Unit Owner shall play (or permit to be played on its Property or on the Association Property, any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Townhouse Unit Owners or occupants. Alarm devices used exclusively to protect the security of a Townhouse Unit and its contents shall be permitted, provided that such devices: (i) do not produce frequently occurring false alarms; (ii) and automatically shut-off if the alarm has been on and sounding for 15 minutes.

Section 9.18 Boats, Trailers and Motor Vehicles. No boats, boat trailers, jet-skis, water bikes, house trailers, motor homes, trucks, camping trailers, vans, motorcycles, motor scooters, go-carts, motor bikes, commercial vehicles or other vehicles, whether of a recreational nature or otherwise, is deemed to be a nuisance by the Board of Directors, except for four-wheel passenger automobiles (which shall be limited to private automobiles, passenger-type vans, jeeps and pick-up trucks not exceeding one-half ton), shall be placed, parked or stored where they can be viewed from the streets or any portion of Holiday Park. No maintenance, repairs or restoration shall be done upon such permitted four-wheel passenger vehicle on the Project, except for emergency repairs required to remove the four-wheel passenger vehicle to another location situated away from the Project. No on-street parking or parking on landscaped areas shall be permitted. No vehicles of any type, except four-wheel passenger vehicles which can be parked in a garage with an opening of not more than ten feet (10) in height, may be parked anywhere within the Project except within a garage.

A. For purposes of this section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive of whether it is a commercial vehicle. However, any vehicle containing commercial-type lettering or graphics shall be deemed to be a commercial vehicle.

B. The prohibitions on parking contained in this section shall not apply to: (I) temporary parking of commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services; (ii) any vehicles of the Declarant or the Declarant's Permittees; or (iii) service vehicles operated in connection with the Association or a management company.

C. Subject to the applicable laws and ordinances, any vehicle, boat, motorcycle or trailer parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Declarant or the Association at the sole expense of the owner of such vehicle. The Declarant and Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor shall it be guilty of any criminal act by reason of such towing, and once the notice is posted, neither

its removal, nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice indicating that it was properly posted shall be conclusive evidence of such posting.

Section 9.19 Unsightly Properties. No underbrush or any other unsightly growth shall be permitted to grow upon any Property, and no refuse or unsightly object shall be allowed to remain thereon. In the event that any Townhouse Unit Owner shall fail or decline to keep his or her Property free of underbrush, refuse or any other unsightly objects, then the Association, after providing the Townhouse Unit Owner with written notice thereof, may, twenty-four (24) hours after delivery thereof, in its sole discretion, enter upon the Property and remove same and assess the Townhouse Unit Owner accordingly. Such entry shall not be deemed as a trespass. Any Assessments made hereunder shall be subject to the filing of a lien therefor in the event the Assessment is not paid.

Section 9.20 Fences, Walls and Screening. The composition, location and height of any fence, wall or screening to be constructed on any Property shall be subject to the approval of the ACC. The ACC shall require the composition of any fence, wall or screening to be consistent with the material used in the surrounding homes and other fences, if any. Chain link fencing shall not be permitted. In no event shall animal cages or animal pens be permitted on any Property.

Section 9.21 Swimming Pools, Spas and Jacuzzis. Any swimming pool, spa and jacuzzi to be constructed on any Property shall be subject to the reasonable requirements of the ACC.

Section 9.22 Lighting. Pool, landscape, security and recreational lighting shall be designed so as to not be an annoyance to the surrounding Properties. Except for seasonal decorative lights, all exterior lights and exterior electrical outlets must be approved by the ACC.

Section 9.23 Utilities. The Association shall pay for water and sewer.

Section 9.24 Pets. Townhouse Unit Owners may keep as pets: birds, cats, small domesticated reptiles, tropical fish and dogs. No such animal or pet shall be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. Those pets which, in the sole discretion of the Association, endanger health, have the propensity for dangerous or vicious behavior (such as pit bulldogs or other similar breeds or mixed breeds), make objectionable noise, or constitute a nuisance or inconvenience to the Townhouse Unit Owners shall be removed upon request of the Association, and the same shall be done without compensation to the Townhouse Unit Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property. All pets must

be on a leash or carried when on Association Property. A pet not on a leash shall be deemed a nuisance. It shall be the Townhouse Unit Owner's obligation to dispose properly of waste material from pets. Failure to clean the waste material shall be deemed a nuisance.

Section 9.25 House Guests. Townhouse Unit Owners shall be accountable for the behavior of their house guests.

Section 9.26 Wells and Drainage. No private water system shall be constructed on any Property. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than the Declarant or the Association may obstruct or channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Declarant has reserved for itself and the Association a perpetual easement across the Association Property for the purpose of altering drainage and water flow.

Section 9.27 Irrigation. No sprinkler or irrigation systems of any type that draw upon water from lakes or other ground or surface waters within the Project shall be installed, constructed, or operated within the Project by any person, other than the Association. All sprinkler and irrigation systems shall be subject to approval in accordance with the provisions of Article VIII. This provision shall not apply to the Declarant, and it may not be amended without the Declarant's written consent so long as the Declarant owns any Property.

Section 9.28 Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any Improvement constructed on a Property. Exterior sculpture, fountains, flags, and similar items must be approved in accordance with Article VIII, provided, however, that nothing herein shall prohibit the appropriate display of the American flag.

Section 9.29 Effect on Declarant. The provisions of this Article IX shall not apply to the Declarant, nor to any Property owned by the Declarant. All of these rules and regulations shall apply, however, to all other Townhouse Unit Owners and occupants even if not specifically so stated in portions hereof.

Section 9.30 Indemnification. Any loss or damage incurred by the Association by breach of any restrictions herein shall be reimbursed by the responsible Townhouse Unit Owner. The Association may obtain recovery against such Townhouse Unit Owner in the same manner as the collection and enforcement of Assessments.

Section 9.31 Rules and Regulations. No person shall use their Property, or any part thereof, in any manner contrary to, or not in accordance with the Rules and Regulations as may be promulgated by the Association from time to time. Failure of any

Townhouse Unit Owner to comply with such Rules and Regulations may result in a fine in an amount to be determined by the Association, in its reasonable discretion.

Section 9.32 Enforcement of Restrictions Set Forth in Article IX Hereof. The Association, through its Board of Directors, officers and the ACC, acting individually or collectively, shall have the authority to enforce those restrictions imposed under Article IX hereof. Failure to enforce the restrictions imposed under Article IX hereof shall not be deemed a waiver of the right of enforcement.

Section 9.33 The procedures for enforcement of this Declaration and/or applicable Rules and Regulations shall be as follows:

A. First Offense (First Notice). When the Board determines that there is an instance of noncompliance with this Declaration and/or Rules and Regulations by a Townhouse Unit Owner, occupant, guest, or tenant, a letter shall be sent to the Townhouse Unit Owner by certified mail and regular first class mail, postage prepaid, advising him or her of the noncompliance and demanding that the noncompliance be cured according to the terms set forth in the letter.

B. Second Offense (Second Notice). If the Board determines that the noncompliance has been repeated or continues after the time specified in the first notice, the Board shall authorize a Fifty Dollar (\$50.00) fine to be levied upon the Townhouse Unit Owner. Notice of a second noncompliance, the implementation of a fine, and a letter demanding that the noncompliance be cured according to the terms set forth in the letter shall be sent to the Townhouse Unit Owner by certified mail and regular first class mail, postage prepaid.

C. Third Offense (Third Notice). If the Board determines that the noncompliance has been repeated and continues after the time specified within the second notice, the Townhouse Unit Owner shall be fined One Hundred Dollars (\$100.00) per day until said noncompliance is cured. Notice of said fine and noncompliance shall be sent to the Townhouse Unit Owner by certified mail and regular first class mail, postage prepaid.

D. Exemptions and Townhouse Unit Owners' Right to Choose Method of Hearing.

1. Upon written request submitted to the Board, any Townhouse Unit Owner may, after receipt of any notice of noncompliance, seek an exemption from or variance in any provision of this Declaration and/or of any Rule or Regulation. Additionally, if the Townhouse Unit Owner contends that there is no noncompliance, then the Townhouse Unit Owner may also request a hearing. No later than fourteen (14) days from the request, the Board shall schedule a hearing.

2. The Board shall render its decision in writing, with a copy sent to the Townhouse Unit Owner by certified mail within seven (7) days from hearing date. All fines imposed before the request for a hearing shall remain if the Board determines at the hearing that the noncompliance existed, and that there existed no undue hardship or special circumstances justifying a reversal of its initial determination. Should the Board reverse its previous determination, then all fines previously imposed in connection therewith shall be vacated and, if applicable, returned to the Townhouse Unit Owner, or in the case of the partial reversal, if applicable, only those fines associated with the reversal shall be vacated and returned to the Townhouse Unit Owner.

3. During that period between the date of the request for hearing and the date of the decision all fines shall be abated. If the decision of the hearing is adverse to the Townhouse Unit Owner, then the applicable fine shall no longer be abated and shall begin to accumulate until the noncompliance is cured.

4. Upon the written request of the Townhouse Unit Owner, any decision of the Board may be submitted to the American Arbitration Association for review. All parties to the arbitration proceeding shall be bound by the provisions of the American Arbitration Association. During the period between the date of the request for Arbitration and the decision of the arbitrator(s), all fines shall be abated. However, any fines previously imposed shall remain in effect. Should the arbitrator reverse the Board's previous determination, then all fines previously imposed in connection therewith shall be vacated and, if applicable, only those fines associated with the reversal shall be vacated and returned to the Townhouse Unit Owner. The prevailing party in the arbitration shall be entitled to all costs and attorneys' fees through all appeals incurred by it.

E. Injunctive relief. Any aggrieved party may, in addition to any of the procedures set forth above, seek injunctive relief through court action. The prevailing party in this proceeding shall be entitled to all costs and attorneys' fees through all appeals incurred by it.

F. Enforcement Procedure. To enforce the fines set forth above, the Association may levy an Individual Assessment against the Property of a Townhouse Unit Owner who has been fined in accordance herewith in an amount equal to the total fine assessed plus the costs and attorneys' fees related thereto. Collection of the Individual Assessment shall be in accordance with Section 5.7 of this Declaration.

Section 9.34 Variances. In exceptional circumstances, the ACC may grant variances to the Permitted and Prohibited Uses set forth in this Article IX, and to the

requirements set forth in the ACC's procedures and guidelines, if any. Any such variance shall be based on the ACC's judgment of hardship, conformity with community aesthetics and must be reasonable under the circumstances. The granting of any such variances shall only be applicable to the specific situation to which it relates and shall not be deemed to be a continuing or future granting of a variance as to any other matter. Any request for a variance must be submitted in writing to the ACC, along with any supporting documentation and materials requested by the ACC. The ACC shall render a decision on the requested variance within thirty (30) days after receipt of variance application and all other requested documentation and materials. Failure of the ACC to render a decision on a request for variance shall be deemed to be a denial by the ACC. An applicant will be entitled to the procedures set forth in Section 8.6 and Section 9.43 of this Declaration.

ARTICLE X
INDEMNIFICATION OF OFFICERS, DIRECTORS
AND MEMBERS OF THE ACC/INDEMNIFICATION OF DECLARANT

Section 10.1 Indemnification of Officers, Directors and Members of ACC. Every officer of the Association, director of the Association and member of the ACC shall be indemnified by the Association against all expenses and liability, including attorneys' fees through all appeals, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party or in which he may become involved by reason of his or her being or having been an officer, director or Member, whether or not he is an officer, director or Member at the time such expenses are incurred, except in such cases wherein the officer, director or Member is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the officer, director or Member seeking such reimbursement or indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director, Member or others may be entitled under the Articles or By-Laws.

Section 10.2 Indemnification of Declarant. Each Townhouse Unit Owner, by acceptance of a deed to one or more Properties, shall have agreed to indemnify and hold the Declarant and Declarant's Permittees harmless from and against any and all claims, demands, fines, suits, actions, decrees and judgments (and any and all costs and expenses including attorney's fees through all appeals relating thereto) resulting from or in connection with loss of life, bodily or personal injury or property damage arising (directly or indirectly) out of or on account of any occurrence in, at or about the Association Property while that Townhouse Unit Owner owns a portion of the Property, or occasioned (in whole or part) by use of the Association Property or any improvement thereon while he

owns a portion of the Property, except to the extent the loss of life, injury or damage results from the gross negligence or willful misconduct of the Declarant or the Declarant's Permittees. Any amounts owed the Declarant by Townhouse Unit Owners pursuant to this Section 10.2 shall be levied against them as Special Assessments.

ARTICLE XI INSURANCE

Insurance, other than title insurance, that shall be carried on the Association Property shall be governed by the following provisions:

Section 11.1 Authority to Purchase; Named Insured. All insurance policies upon the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible. The named insureds shall be the Association (and its officers and directors), the Members, without naming them, and mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to any mortgagees.

THE INSURANCE PURCHASED BY THE ASSOCIATION DOES NOT COVER INDIVIDUAL PROPERTIES. TOWNHOUSE UNIT OWNERS MAY PURCHASE INSURANCE ON THEIR INDIVIDUAL PROPERTIES.

Section 11.2 Coverage.

A. Casualty Insurance. All buildings and insurable improvements on the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs, at their maximum insurable replacement value with deductibles, and all personal property owned by the Association shall be insured for its full insurable value with deductibles, all as determined annually by the Board of Directors. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right: (i) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (ii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors or one or more Townhouse Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Townhouse Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Townhouse Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, if desired by the Board or required by Federal National Mortgage Association or Federal Home Loan

Mortgage Corporation ("FNMA/FHLMC"), shall have the following endorsements: (i) agreed amount and inflation guard; and (ii) steam boiler coverage (providing at least \$50,000.00 coverage for each incident at each location), if applicable.

B. Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Association Property, and insuring the Association and the Members as their interest appear in such amounts and providing such coverage as the Board of Directors may determine from time to time, provided that the minimum amount of coverage is \$1,000,000. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

C. Worker's Compensation Insurance. The Association shall obtain Worker's Compensation Insurance in order to meet the requirements of law, as necessary.

D. Flood Insurance. The Association shall obtain flood insurance to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law, as necessary, or as may be required by FNMA/FHLMC.

E. Fidelity Insurance. The Association shall obtain fidelity insurance covering all persons who control or disburse Association funds, such insurance to be in an amount not less than the greater of: (i) three (3) times the total monthly Assessments plus the amount estimated to be held in reserve accounts at the end of the then current calendar year; or (ii) such amounts as may be required, from time to time, by FNMA/FHLMC.

F. Other Insurance. The Board of Directors shall obtain such other insurance as they shall determine from time to time to be desirable including acts and omissions coverage for directors and officers of the Association.

G. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association, their respective employees, agents and guests.

Section 11.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be assessed against and collected from Members as part of general Assessments.

Section 11.4 Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Members and their mortgagees, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Association. In the event a mortgagee endorsement has been issued regarding an Improvement, the share of the Townhouse Unit Owner shall be held in trust for the

mortgagee and the Townhouse 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 Improvement shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except distribution of such proceeds made to the Townhouse Unit Owner and mortgagee pursuant to the provisions of this Declaration.

Section 11.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

A. Reconstruction or Repair. If the damage for which proceeds are paid is to be repaired or reconstructed, such proceeds shall be paid to defray the cost of such repairs and reconstruction. Any proceeds which remain after defraying such costs shall be distributed to the Members.

B. Failure to Reconstruct or Repair. If it is determined in the manner provided in Article XII that the damage for which proceeds are paid shall not be reconstructed or repaired, such proceeds, subject to the following, shall be distributed to the Members. There shall be no distribution of such proceeds until all debris, remains and residue have been cleared and removed, and the damaged area has been properly landscaped. In the event of loss or damage to personal and/or real property belonging to the Association, and should the Board of Directors determine not to replace such personal and/or real property as may be lost or damaged, the proceeds shall be distributed to the Members.

C. Certificate. In making the distribution to Members, the Association may rely upon a certificate made by its President and Secretary as to the names of the Members and their respective shares of the distribution.

Section 11.6 Association's Power to Compromise Claims. The Board of Directors is hereby irrevocably appointed agent for each Member and for each owner of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XII RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 12.1 Determination to Reconstruct or Repair. If any part of the Association Property shall be damaged by casualty, the determination to reconstruct or repair shall be made in the following manner:

A. Association Property. If the damaged property is Association Property, the Board of Directors shall determine whether the damaged property shall be reconstructed, repaired or replaced.

B. Certificate. The Association may rely upon a certificate by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

Section 12.2 Plans and Specifications. Subject to requirements imposed by applicable governmental rules and regulations, any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings; or, if not, then according to the plans and specifications approved by the Board of Directors.

Section 12.3 Estimates of Costs. Immediately after a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of reconstruction, repair or replacement, the Association shall obtain reliable and detailed estimates of the cost to rebuild, repair or replace. Such costs may include professional fees and premiums for such bonds as the Board of Directors requires.

Section 12.4 Special Assessments. The amount by which an award of insurance proceeds to the Association is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and the insurance are not sufficient to defray the estimated cost of reconstruction, repair or replacement by the Association; or if at any time during reconstruction, repair or replacement, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

Section 12.5 Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Special Assessments against Members, shall be distributed in payment of such costs in the following manner.

If the total of Special Assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that are the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more than the sums paid upon such Special Assessments shall be deposited with the Association and disbursed as provided in Paragraph 2 below. In all other cases, the Association shall hold the sums paid upon such Special Assessments and disburse them in payment of the costs of reconstruction and repair as provided in Paragraph 1 below.

The proceeds of insurance collected on account of a casualty, and the sums deposited with the Association from collections of Special Assessments on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

A. Association - Lesser Damage. If the amount of the estimated cost of reconstruction, repair and replacement that is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), the construction fund shall be disbursed in payment of such costs upon the order of the Board.

B. Association - Major Damage. If the amount of the estimated cost of reconstruction, repair and replacement that is the responsibility of the Association is Twenty-Five Thousand Dollars (\$25,000.00) or more, then the construction funds held by the Association shall be disbursed in payment of such costs in the manner required by the Board, and upon approval by an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

C. Surplus. It shall be presumed that the first monies disbursed in payment of the costs of reconstruction, repair and replacement shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction, repair and replacement for which the fund is established, such balance shall be distributed equally to the Members.

D. Certificate. Notwithstanding the provision of this Declaration, the Association shall not be required to determine whether or not sums paid by the Members upon Special Assessments shall be deposited with the Association, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Association may rely upon a certificate made by its President and Secretary as to any and all of such matters and stating the name of the payee and the amount to be paid.

Section 12.6 Equitable Relief. In the event of major damage to or destruction of part of the Association Property, and in the event the Property is not repaired, reconstructed, replaced or rebuilt within a reasonable period of time, any Member shall have the right to petition a court of equity, having jurisdiction in and for Broward County, Florida, for equitable relief.

**ARTICLES XIII-XIV
INTENTIONALLY OMITTED**

ARTICLE XV GENERAL PROVISIONS

Section 15.1 Duration and Remedies for Violations. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or any Townhouse Unit Owner subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for an initial term of thirty (30) years from the date this Declaration is recorded in the public records of Broward County, Florida. The covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Townhouse Unit Owners of at least seventy five percent (75%) of the Properties agree to change or terminate the covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Association a right of action before any court of competent jurisdiction, whether in law or in equity, to compel compliance with the terms of the covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the Member in violation, providing such proceeding results in finding that such Member was in violation of the covenants or restrictions. Expense of litigation shall include reasonable attorneys' fees through all appeals incurred by the Association in seeking such enforcement.

Section 15.1.1 Approval of City's Zoning Administration as condition precedent to termination. Notwithstanding anything to the contrary contained herein, this Declaration may not be terminated, in whole or in part, by virtue of the Duration provisions in Section 15.1 hereof with respect to the non-exclusive pedestrian access easements set forth in ULDR Sec. 47-18.33 (b) (5) without the express written consent of the City's Zoning Administrator, which such express written consent shall be in recordable form and which such written consent shall only be given if the proposed termination of the pedestrian access easements is in accordance with the then existing provisions of the ULDR. In the event the instrument signed by the then Townhouse Unit Owners of at least seventy-five percent (75%) of all Townhouse Unit Owners agreeing to terminate the covenants in whole or in part, then such instrument terminating the covenants in whole or in part shall be recorded in the Public Records of Broward County, Florida and the written consent of the City's Zoning Administrator shall also be recorded in the Public Records of Broward County, Florida.

Section 15.2. Compliance with Applicable Laws. In addition to these restrictions and covenants, the Members shall abide by the applicable laws, ordinance, rules and regulations of the United States, the State of Florida, and Broward County and the City of Fort Lauderdale.

Section 15.3 Notices. Any notice required to be delivered to any Member under the provisions of this Declaration shall, unless otherwise specifically noted herein, be deemed to have been properly delivered when mailed, postage prepaid, to the last known address of the person as it appears on the records of the Association at the time of such mailing and shall be deemed to have been received three (3) business days thereafter. Any notice given the Declarant or the Association hereunder must, to be effective, be sent by registered mail, return receipt requested, or by a commercial overnight carrier, to:

520 Ocean Boulevard
Golden Beach, Florida 33160

or, if the Declarant or the Association notifies any party giving the notice of another address at which it wishes to receive notices given hereunder to such other address.

Section 15.4 Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 15.5 Gender and Plurality. Whenever the context so requires, the use of the masculine gender shall be deemed to include all genders, the use of the singular to include the plural, and the use of the plural to include the singular.

Section 15.6 Amendment.

A. This Declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by the President and Secretary of the Association confirming that any amendment set forth in such instrument was duly adopted by the Townhouse Unit Owners holding not less than seventy-five percent (75%) of the voting interest of the membership, provided that, as long as the Declarant owns any part of the Project, no amendment shall be permitted that changes the rights and obligations of the Declarant or any of Declarant's Permittees, unless the Declarant has first consented thereto in writing. Nothing herein shall affect the Declarant's right to make, without the consent or approval of any Townhouse Unit Owner or other person or entity (except the County), whatever amendments or supplemental declarations are otherwise expressly permitted by this Declaration.

B. Any amendment to this Declaration which would affect the surface water management system, including the water management portions of the Association Property, if any, must have the prior approval of the South Florida Water Management District and Department of Environmental Resource Management, or their respective successor entities, as applicable.

C. As long as the Declarant owns any portion of the Association Property, this Declaration may be amended by the Declarant to correct any errors or omissions or to effect any other amendment, provided such other amendment does not, in the Declarant's reasonable judgment, have a materially adverse effect on substantial rights of any Institutional Mortgagee who has not consented in writing to the amendment. In addition, as long as it owns any portion of the Project, the Declarant shall have an absolute right to make any amendments to this Declaration (without any other party's consent or joinder) that are requested or required by the FNMA/FHLMC, the Government National Mortgage Association or any other governmental, quasi-governmental or governmental-chartered entity which owns or expects to own one or more Institutional Mortgages within the Project or to insure the payment of one or more such mortgages, or that are requested or required by any Institutional Mortgagee or prospective Institutional Mortgagee to enhance the marketability of its mortgages to one or more of the foregoing.

D. Any duly adopted amendment to this Declaration shall run with and bind the Project for the same period and to the same extent as do the covenants and restrictions set forth herein.

E. Notwithstanding anything to the contrary contained herein, this Declaration may not be amended, modified or repealed with respect to the non-exclusive pedestrian access easements set forth in Section 7.12 hereof and required under ULDR Sec. 47-18.33 (B) (5) without express written consent of the City's Zoning Administrator, which such express written consent shall be in recordable form and which such written consent shall only be given if the proposed amendment, modification or repeal is in accordance with the then existing provisions of the ULDR. The written consent of the City's Zoning Administrator shall be recorded in the Public Records of Broward County, Florida with any amendment, modification or repeal, in whole or in part, of the Declaration.

Section 15.7 Assignment. Any or all of the rights, powers and obligations, easements and estates reserved or given to the Declarant, the Developer, or the Association may be assigned by the Declarant, the Developer, or the Association, as the case may be, and any such assignee shall agree to assume all the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights, powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and shall be subject to the same obligations and duties as are herein given to Declarant and/or Developer and/or the Association. After such assignment, Declarant and/or Developer and/or the Association shall be relieved and released of all responsibility hereunder. Additionally, the Declarant's rights under this Declaration may be assigned as collateral to a mortgagee providing financing secured by the Project. In the event that either the Declarant or Developer grants

a collateral assignment to a lender and that assignment is foreclosed by the lender, the lender shall not be deemed a successor Declarant or Developer. A lender foreclosing an assignment shall only be deemed a successor Declarant or Developer in the event that it executes and records a document in the public records evidencing its consent to such assignment and its acceptance of the rights, powers, duties and obligations herein contained.

Section 15.8 Subordination of Mortgages. Any mortgage liens which are placed on the Association Property shall be subordinate to this Declaration and shall be subject to all of the terms and provisions of this Declaration with respect to all property which is now or hereinafter subjected to this Declaration.

Section 15.9 Conflict In the event of any conflict between the terms of this Declaration, the Articles or the By-Laws, the following order of priority shall apply: this Declaration of Covenants and Restrictions for Holiday Park, the Articles of Incorporation of Holiday Park at Victoria Park Homeowners Association, Inc., a corporation not for profit, and the By-Laws of Holiday Park at Victoria Park Homeowners Association, Inc. (a not for profit corporation under the laws of the State of Florida).

Section 15.10 Modification of Roadway Systems. The Declarant may, at any time and from time to time, alter the design, layout, location and other characteristics of the Roadway System, existing from time to time. The cost of any such alteration may be borne, at the Declarant's option, by the then existing Townhouse Unit Owners other than the Declarant to the extent (but only to the extent) the alteration benefits those Townhouse Unit Owners in the Declarant's reasonable judgment. Notwithstanding anything contained herein to the contrary, the Declarant shall pay any and all costs associated with the initial construction of the Roadway System.

Section 15.11 Access Control. The Association shall make provisions for access control for Holiday Park as it considers necessary or appropriate, though it does not guarantee and shall not be liable for damages suffered by anyone as a result of the inadequacy of such services. The cost of providing such services shall be deemed Common Expenses.

Section 15.12 Central Television and/or Telephone System. The Association may make provisions for one or more central cable, high speed internet or telephone systems providing services to all or any portion of Holiday Park, in which event: (i) the costs of the installation thereof shall be deemed Common Expenses; and (ii) easements over such portions of Holiday Park as are necessary for the installation, maintenance, modification, repair and replacement of the cables, conduits, fixtures and equipment used to provide such services shall automatically be deemed to be granted to the Association.

Section 15.13 Monetary Adjustments. Unless other methods of increase are specified herein, whenever specific dollar amounts are mentioned in this Declaration (or in the Articles, By-Laws or Rules and Regulations), unless limited or prohibited by law, such amounts will be increased (but not decreased) from time to time by application of a nationally recognized consumer price index chosen by the Board, as appropriate, using the date this Declaration was recorded as the base year. In the event no such consumer price index is available, the Board, as appropriate, shall choose a reasonable alternative to compute such increases.

Section 15.14 Clarification of the Declarant's Rights. Nothing in this Declaration shall ever be construed (either before or after parts of the Association Property and other applicable properties or any of the Declarant's rights and duties hereunder have been transferred to the Association) to limit or impede the Declarant's or the Declarant's Permittees doing or authorizing anything within Holiday Park which any of them considers necessary, convenient or desirable, in their sole and exclusive discretion, for inspecting, developing, constructing, improving, marketing, leasing, mortgaging or selling any portion of Holiday Park (including, but not limited to, running or operating heavy construction equipment over or on the Association Property and permitting unlimited numbers of prospective purchasers of their products to traverse, inspect and park on appropriate portions of the Association Property) free from interference by the Association or any Easement Beneficiary, and the Declarant and the Declarant's Permittees shall be entitled to injunctive relief for any such interference (whether actual or merely threatened) in addition to whatever other remedies to which it or they might be entitled. This Section shall not be construed to authorize the Declarant to amend this Declaration, except as permitted by Section 15.6 hereof; nor shall it be construed to authorize the Declarant to prevent the Association Property from being used by vehicular and pedestrian traffic as contemplated hereby (although it shall be construed to permit the Declarant to temporarily prohibit or limit the use by such traffic of portions of the Association Property as reasonably necessitated by construction, development, sales or leasing activity, provided each Townhouse Unit Owner continues to have a reasonably adequate means of ingress and egress, subject to ordinary inconveniences incidental to construction, development and sales activity, to and from the portion of Holiday Park owned by that Townhouse Unit Owner.

Section 15.15 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of its creation there may be no grantee(s) in being having the capacity to take and hold such easement, then any such easement shall nevertheless be considered as having been granted directly to the Association, as agent for, and for the purpose of allowing the original party or parties to whom the easement was originally intended to have been granted the benefit of such easement and the Townhouse Unit Owners designate hereby the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Townhouse Unit Owners' behalf as may hereafter be required or deemed

necessary for the purpose of later creating or confirming such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to any easement provided for herein, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 15.16 Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Project and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Declarant and subsequent owner(s) of the Project or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Townhouse Unit Owners, tenants and occupants of Properties shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable Rules and Regulations as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Property, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, By-laws and applicable Rules and Regulations of the Association, as they may be amended from time to time, including, but not limited to a ratification of any appointments of attorneys-in-fact contained herein.

Section 15.17 Disclaimer of Warranties. Declarant hereby disclaims any and all express or implied warranties as to design, construction, sound transmission, furnishings, and equipping of the Project. As to such warranties which cannot be disclaimed, and to other claims, if any, which can be made as to the aforesaid matters. All incidental and consequential damages arising therefrom are hereby disclaimed.

All Townhouse Unit Owners, by virtue of acceptance of title to their respective Properties (whether from the Declarant or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages.

Section 15.18 Ratification. Each Townhouse Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Townhouse Unit, by reason of his or her occupancy shall be deemed to have acknowledge and agreed that all or the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable Rules and Regulations are fair and reasonable in all material respects.

Section 15.19 Execution of Documents: Attorney -In-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting

the generality hereof, each Townhouse Unit Owner, by reason of the acceptance of a Deed to such Townhouse Unit Owner's Townhouse Unit, hereby agrees to execute, at the request of the Declarant, all documents or consents which may be required by all governmental agencies to allow the Declarant and its affiliates to complete the plan of development of the Project as such plan may be hereafter amended, and each such Townhouse Unit Owner further appoints hereby and thereby the Declarant as such Townhouse Unit Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Townhouse Unit Owners and any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Declarant.

Section 15.20 Liability. Notwithstanding anything herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents") the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of the health, safety or welfare of any Townhouse Unit Owner, occupant or user of any portion of the Project including, without limitation, Townhouse Unit Owners and their guests, invitees, agents, tenants, employees, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

A. It is the express intent of this Declaration, the Articles and the By-Laws that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

B. The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and

C. The provisions of this Declaration, the Articles and the By-Laws setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Townhouse Unit Owner (by virtue of his acceptance of title to his Townhouse Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has

been disclaimed hereby. As used herein, Association shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions hereof shall also inure to the benefit of Declarant and the Declarant's Permittees, which shall be fully protected hereby.

Section 15.21 WAIVER OF JURY TRIAL, DECLARANT AND EACH TOWNHOUSE UNIT OWNER AGREES THAT NEITHER DECLARANT, ANY TOWNHOUSE UNIT OWNER, NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF THE DECLARANT OR ANY TOWNHOUSE UNIT OWNER (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDINGS, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THE AGREEMENT FOR SALE BETWEEN THE DECLARANT AND THE TOWNHOUSE UNIT OWNER, THE DECLARATION, THE ARTICLES, THE BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION, OR ANY INSTRUMENT EVIDENCING OR RELATING TO ANY OF THE FOREGOING, OR ANY ACTIONS, DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM, NONE OF THE PARTIES WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. DECLARANT HAS, IN NO WAY, AGREED THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Section 15.25 Effective Date. This Declaration shall become effective upon its recording in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 26th day of October, 2021.

HOLIDAY PARK, LLC,
a Florida limited liability company


Bruce J. Smoler


By: 
Pascal Lasry, Manager

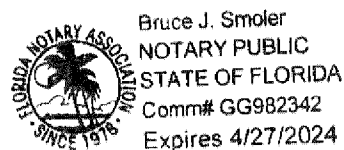

Innocencia Padilla

STATE OF FLORIDA

COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 26th day of October, 2021 by
Pascal Lasry, Manager of Holiday Park, LLC, who is personally known to me or who has
produced _____ as identification and who did take an oath, *and who*

 *Personally appeared.*
Notary Public, State of Florida
My Commission Expires:




JOINDER


HOLIDAY PARK AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC. hereby joins in the Declaration for Holiday Park at Victoria Park Homeowners Association to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Holiday Park at Victoria Park Homeowners, Association, Inc. acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Declaration, as the Association has no right to approve the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 26th day of October, 2021.

HOLIDAY PARK AT VICTORIA PARK
HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation


Bruce J. Smoler

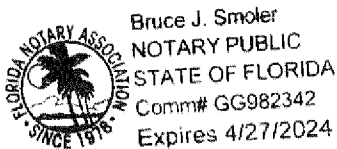
By:  MAR
Pascal Lasry, President


Innocencia Padilla

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was sworn to and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of October, 2021 by Pascal Lasry, President of Holiday Park at Victoria Park Homeowners Association, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification.





Notary Public, State of Florida
My Commission Expires:

Exhibit “A”

Digitally signed by JOHN A. ARATA
Date: 2021.12.10 17:25:15 -0500
URL of object: john.arata@nasa.gov
121.007.20009

Exhibit “B”



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 21, 2021

CAPITAL CONNECTION, INC.

The Articles of Incorporation for HOLIDAY PARK AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC. were filed on September 21, 2021 and assigned document number N21000011181. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the filed date or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Any charitable organization intending to solicit contributions in Florida from the public are required to register annually with the Division of Consumer Services. For more information, please go to www.freshfromflorida.com/divisions-offices/consumer-services/business-services/charitable-organizations.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Carlos E Rico, Regulatory Specialist III
New Filing Section

Letter Number: 321A00022814

ARTICLES OF INCORPORATION FOR
HOLIDAY PARK AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporators, by these Articles, associate themselves for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation shall be HOLIDAY PARK AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC. ("Association"), whose principal place of business and mailing address is 520 Ocean Boulevard, Golden Beach, Florida 33160. These Articles of Incorporation shall hereinafter be referred to as the "Articles" and the By-Laws of the Association as the "By- Laws."

ARTICLE 2
PURPOSE

The purpose for which the Association is organized is to provide an entity for operating, administering, managing, and maintaining a planned, residential community known as "Holiday Park at Victoria Park Homeowners Association, Inc.", in accordance with the "Declaration of Covenants and Restrictions for Holiday Park at Victoria Park Homeowners Association, Inc." (hereinafter, the "Declaration").

ARTICLE 3
DEFINITIONS

The initially capitalized terms used and not defined in these Articles shall each have the same definition and meaning as those set forth in that certain Declaration to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4
POWERS

The powers of the Association shall include and be governed by the following:

- 4.1 General. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration or the By-Laws.

- 4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate Holiday Park at Victoria Park Homeowners Association pursuant to the Declaration and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
- (a) To fix, levy, make, collect and enforce payment of Assessments and other charges against Members, as Owners, and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
 - (c) To operate and maintain the water management system as required by all governing authorities and the Declaration.
 - (d) To maintain, repair, replace, reconstruct, add to and operate Holiday Park at Victoria Park Homeowners Association, and other property acquired or leased by the Association.
 - (e) To purchase insurance covering all of the Common Areas, or portions thereof, and Lots, and insurance for the protection of the Association, its Officers, Directors and Owners.
 - (f) To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of Holiday Park at Victoria Park Homeowners Association and for the health, comfort, safety and welfare of the Owners.
 - (g) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the rules and regulations concerning the use of Holiday Park at Victoria Park Homeowners Association, subject, however, to the limitation regarding assessing Lots owned by Developer for fees and expenses relating in any way to claims or potential claims against Developer as set forth in the Declaration and/or By-Laws.
 - (h) To contract for the management, operation, administration and maintenance of Holiday Park at Victoria Park Homeowners Association, and any other entity the Association deems necessary in order to effectively manage, operate, administer and maintain Holiday Park at Victoria Park Homeowners Association and to authorize a management agent (who may be an affiliate of Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations, maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such

purposes. The Association and its officers and Directors shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

- (i) To contract with a cable operator licensed by the City or County to provide cable television service on a bulk rate basis to Owners.
- (j) To install, operate, manage and maintain a food and beverage service operation, including the right to contract for such services with an independent contractor.
- (k) To employ personnel to perform the services required for the proper operation of Holiday Park at Victoria Park Homeowners Association.
- (l) To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.
- (m) To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Holiday Park at Victoria Park Homeowners Association to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.
- (n) To establish committees and delegate certain functions to those committees.
- (o) To have an to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise including, but not limited to, all powers set forth in Chapters 617 and 720 of the Florida Statutes.
- (p) To perform all duties and obligations of Association as set forth in the Declaration and By-Laws, as provided herein.

4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Owners in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or Officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.

- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the By-Laws.

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of the Owners of Lots located in Holiday Park at Victoria Park Homeowners Association from time to time, including the Developer, as further described in the Declaration.
- 5.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.
- 5.3 Voting. The Association shall have two (2) classes of Members, each with voting rights as follows (the "Voting Interest"):
- 5.3.1 Class A Members. Prior to the cessation of Class B membership, Class A Members shall consist of all Owners with the exception of Developer. Class A Members shall be entitled to cast one (1) vote for each Lot owned by them.
- 5.3.2 Class B Members. The Class B Member shall be Developer. The Class B Member shall be entitled to four (4) votes for each vote that all Class A Members are entitled to cast at any time. The Class B membership shall cease upon the first to occur of the following events:
- (a) December 31, 2030; or
 - (b) when the Developer records a notice in the Public Records of County expressly terminating its Class B membership; or
 - (c) the date of turnover of the Association by the Developer to the Owners.

Upon termination of the Class B membership, Developer shall be deemed to become a Class A Member entitled to vote as specified in the By-Laws and these Articles.

- 5.4 Meetings. The By-Laws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 6
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7
INCORPORATORS

The name and address of the incorporator of the Association is as follows:

Bruce J. Smoler
2611 Hollywood Boulevard
Hollywood, Florida 33020

ARTICLE 8
OFFICERS

Subject to the direction of the Board, as described in Article 9 below, the affairs of the Association shall be administered by the Officers holding the offices designated in the By-Laws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The By-Laws may provide for the removal from office of Officers, for filling vacancies and for the duties of the Officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President: Pascal Lasry
520 Ocean Boulevard
Golden Beach, Florida 33160

Vice President: Pascal Cohen
2875 N.E. 191st Street
Suite 600
Aventura, Florida 33180

Secretary/Treasurer: Pascal Cohen
2875 N.E. 191st Street
Suite 600
Aventura, Florida 33180

2021 SEP 21 PM 3:49
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 09-21-21 BY 60322

ARTICLE 9
DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as the "Board of Directors" or "Board") consisting of the number of Directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required as provided in the Declaration or the By-Laws.
- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.
- 9.4 First Directors. The names of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the By-Laws are as follows:
-

Pascal Lasry, John Lasry and Pascal Cohen

ARTICLE 10
VOTING REPRESENTATIVE

On all matters of the Master Association upon which the Members are entitled to or required to vote, the Members shall be represented by a voting representative ("Voting Representative") who will be designated as provided in the By-Laws.

ARTICLE 11
INDEMNIFICATION

- 11.1 Indemnity. The Association shall indemnify, defend and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer, or agent of the Association, against reasonable expenses (including reasonable attorneys' fees and costs at all tribunal levels), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or

proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Association shall have no duty to indemnify any party described herein, for any settlement entered, unless the party has received Association approval for the settlement entered.

- 11.2 Expenses. To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including reasonable attorneys' fees and costs at all trial and appellate levels) actually and reasonably incurred by him in connection therewith.
- 11.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding provided that the affected Director, Officer, employee or agent agrees to repay such amount advanced by the Association, should it be ultimately determined that he is not entitled to be indemnified by the Association as authorized in this Article 11.
- 11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Association and shall inure to the benefit of the heirs and personal representatives of such person.
- 11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and insured by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article

- 11.6 Amendment. Notwithstanding anything to the contrary stated herein, the provisions of this Article 11 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 12

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended, or rescinded in the manner provided for in the By-Laws and the Declaration. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE 13

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- 13.1 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.
- 13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the proposed amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:
- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66 2/3% of the entire Board; or
 - (b) after control of the Association is turned over to Unit Owners other than Developer, by not less than 80% of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or
 - (c) after control of the Association is turned over to Unit Owners other than Developer, by not less than 100% of the entire Board; or
 - (d) before control of the Association is turned over to Unit Owners other than Developer, by not less than 66 2/3% of the entire Board.

- 13.3 Limitation. No amendment shall make changes (i) in the qualifications for membership, (ii) in the voting rights or property rights of Members, or (iii) in any manner to Articles 4.3, 4.4 or 4.5 hereof, without the approval in writing of all Members and the joinder of all Lenders. No amendment shall be made that is in conflict with the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Developer, or any of its Affiliates, unless Developer shall give its prior written consent to the amendment or join in the execution of the amendment, nor shall any amendment alter the provisions of these Articles benefitting Lenders or affecting the rights of Lenders without the prior written approval of the Lender(s) enjoying the benefit of such provisions. This Article 13.3 may not be amended without the consent of Developer or Lenders if such amendment affects the rights and privileges of Lenders as set forth in this Article 13.3.
- 13.4 Developer. Developer may amend these Articles (consistent with the provisions allowing certain amendments to be effected by Developer alone) without consent of any Members.
- 13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.
-

ARTICLE 14
PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at 520 Ocean Boulevard, Golden Beach, Florida 33160, or such other place as may subsequently be designated by the Board.

ARTICLE 15
CONVEYANCE

The Association shall accept any and all deeds and other instruments conveying real or personal property delivered to the Association by Developer as provided in the Declaration.

ARTICLE 16
REGISTERED AGENT

The Registered Agent of the Association is:

Bruce J. Smoler
2611 Hollywood Boulevard
Hollywood, Florida

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation this 17th day of September, 2021.


Bruce J. Smoler, Incorporator

[ACCEPTANCE OF REGISTERED AGENT APPEARS ON FOLLOWING PAGE]

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

Desiring to organize under the laws of the State of Florida with its principal office as indicated in the foregoing Articles of Incorporation at 520 Ocean Boulevard, Golden Beach, Florida 33160, the Corporation named in the Articles has named Bruce J. Smoler, 2611 Hollywood Boulevard, Hollywood, Florida 33020 as its statutory Registered Agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and acknowledge that I am familiar with and accept the obligations set forth in Florida Statutes Section 616.0503.



Bruce J. Smoler

Exhibit “C”

BY-LAWS OF
HOLIDAY PARK AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC.

**BY-LAWS OF
HOLIDAY PARK AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC.**

A corporation not-for-profit organized under the laws of the State of Florida

1. **Identity.** These are the By-Laws of HOLIDAY PARK AT VICTORIA PARK HOMEOWNERS ASSOCIATION, INC. (the "Association"), a corporation not-for-profit incorporated under the laws of the State of Florida, and organized for the purpose of administering a planned residential community known as "Holiday Park at Victoria Park", a neighborhood in a community located in Fort Lauderdale, Broward County, Florida (hereinafter called "Holiday Park").

1.1 **Principal Office.** The principal office of Association shall be at 520 Ocean Boulevard, Golden Beach, Florida 33160, or at such other place as may be subsequently designated by the Board of Directors from time to time. All books and records of Association shall be kept at its principal office.

1.2 **Fiscal Year.** The first fiscal year of Association shall begin on the date of incorporation and end on December 31st of that year. Thereafter, the fiscal year of Association shall be the calendar year.

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

2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of Association as the "Articles". The other initially capitalized terms used and not defined in these By-Laws shall have the same definition and meaning as those set forth in that Declaration for Holiday Park at Victoria Park Homeowners Association, Inc., unless herein provided to the contrary, or unless the context otherwise requires. "Developer" shall have the same meaning as "Developer" as set forth in the Declaration.

3. **Members.** Each Owner and Developer shall be a member ("Member") of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

3.1 **Classes of Voting Membership.** The Association shall have two (2) classes of Members, each with voting rights as follows (the "Voting Interest"):

3.1.1 **Class A Members.** Prior to the cessation of Class B membership, Class A Members shall consist of all Owners with the exception of Developer. Class A Members shall be entitled to cast one (1) vote for each Lot owned by them.

3.1.2 Class B Members. The Class B Member shall be Developer. The Class B Member shall be entitled to four (4) votes for each vote that all Class A Members are entitled to cast at any time. The Class B membership shall cease upon the first to occur of the following events:

- (a) December 31, 2030; or
- (b) when the Developer records a notice in the Public Records of Broward County expressly terminating its Class B membership; or
- (c) the date of turnover of the Association by the Developer to the Owners.

Upon termination of the Class B membership, Developer shall be deemed to become a Class A Member entitled to vote as specified in these By-Laws.

3.2 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during September, October, November or December. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

3.3 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors. A special meeting must be called by the President or Secretary upon receipt of a written request from twenty percent (20%) of the Voting Interests of Members of Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting and to the extent required by Florida Statutes. Additionally, special Members' meetings may be called by ten percent (10%) of the Members of Association to recall a member or members of the Board of Directors or as provided for in Section 10.1.1(b) hereof.

3.4 Notice of Meeting; Waiver of Notice. Written notice of a meeting of Members stating the time and place and an agenda for which the meeting is called shall be given by or at the direction of the President or Secretary. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

3.4.1 Notice. A copy of the notice shall be mailed or delivered to each Member (through first-class U.S. mail, hand-delivery, fax, or electronic mail to those Members who consent in writing to receive notice by electronic mail) at least fourteen (14) days prior to the meeting and shall be posted in a conspicuous place at Holiday Park at least forty eight (48) hours preceding the meeting. The posting and making of the notice shall be effected not more than sixty (60) days prior to the date of the meeting. The notice of the annual meeting shall likewise

be mailed or delivered to each Member (through first-class U.S. mail, hand delivery, fax, or electronic mail), unless the Member waives in writing the right to receive notice of the annual meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 11 hereof.

3.4.2 Waiver. Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative'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.

3.5 Members' Participation in Meetings. Members shall have the right to participate in meetings of Members with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Member participation.

3.6 Quorum. Until and including the date of turnover, a quorum shall be established by Class B Member's presence, in person or by proxy, at any meeting. After the date of turnover, a quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of ten percent (10%) of the total voting interests of Members. As long as there is a Class B Member, no quorum can exist or be attained unless the Class B Member is present or the Class B Member has waived, in writing, its presence. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these By-Laws, the Vote(s) of such Members shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.7 Voting.

3.7.1 Number of Votes. In any meetings of Members, Class A Members and Class B Members shall be entitled to the number of votes as set forth in paragraph 3.1 of these By-Laws.

3.7.2 Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Owners" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the

Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

3.7.3 Voting Interests. Members. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

- (a) Lot Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Lot. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.
- (b) Trusts. In the event that any trust owns a Lot, Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith may exercise the Voting Interest associated with such Lot. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith may exercise the Voting Interest associated with such Lot. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones may exercise the Voting Interest associated with such Lot. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who may exercise the Voting Interest associated with such Lot. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either trustee (but not both) may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.
- (c) Corporations and Limited Liability Companies. If a Lot is owned by a corporation or limited liability company, the corporation or limited liability company shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Lot.
- (d) Partnerships. If a Lot is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a

limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

- (e) Multiple Individuals. If a Lot is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.
- (f) Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.8 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid 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 ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it prior to the meeting for which it was given. A proxy shall comply with the provisions of Section 720.306(8) of the Florida Statutes, as amended from time to time, and must be filed in writing, dated and signed by the person authorized to cast the vote for the Lot or Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be Owners or their spouses, but no person other than a designee of Developer may hold proxies representing more than fifteen percent (15%) of the Lots and Lots entitled to vote at the meeting.

3.9 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may

adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.10 Minutes of Meetings. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or Board members at any reasonable time. Association shall retain these minutes for a period of not less than seven (7) years.

3.11 Delinquent Owners. If any Assessment or portion thereof imposed against Owner, other than Developer, remains unpaid for ninety (90) days following its due date, such Owner's voting rights in Association shall be automatically suspended until all past due Assessments and all other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

3.12 Action Without a Meeting. Except to the extent prohibited by applicable law, notwithstanding anything in these By-Laws to the contrary, any action which may be taken at any annual or special meeting of Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of Association shall be managed and governed by a Board of not less than three (3), nor more than seven (7) Directors, the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the existing Directors. Except for Directors appointed by Developer, Directors must be Owners or the spouse of an Owner, or a shareholder, officer, partner, member, manager, director or trustee of a corporation, company, trust or partnership that is an Owner.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

4.2.1 Until the Turnover Date, Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date,

election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

- 4.2.2 Nominations for Directors and additional directorships created at the meeting shall be made from the floor. A Member or the spouse of a Member may nominate himself or herself as a candidate for the Board at a meeting where the election is to be held.
- 4.2.3 The election shall be by written ballot (unless dispensed with by majority consent of the votes represented at the meeting) and decided by a plurality of the votes cast for each candidate. Each Lot or Lot entitled to vote shall have a number of votes equal to the number of vacancies to be filled. No Lot or Lot may cast more than one vote for one candidate. There shall be no cumulative voting.

4.3 Vacancies and Removal.

- 4.3.1 Except as to 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 action of the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by Developer pursuant to the provisions of paragraph 4.14.1 hereof shall be filled by Developer without the necessity of any meeting. The conveyance of all Lots owned by a Director (other than Developer appointed Directors) in Holiday Park or cessation of such Director's residency in Holiday Park (other than appointees of the Developer) shall constitute the resignation of such Director.
- 4.3.2 Any Director elected by the Members may be removed from office with or without cause by the vote or agreement in writing by a majority of all votes of the Members. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting.
- 4.3.3 Until a majority of the Directors are elected by the Members other than Developer, neither the first Directors of Association, nor any Directors replacing them, nor any Directors named by Developer, shall be subject to removal by Members other than Developer. The first Directors and Directors replacing them may be removed and replaced by Developer without the necessity of any meeting.
- 4.3.4 If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may give notice of his/her/its intent to apply to the Circuit Court within the jurisdiction of Mackanzie Manor for the appointment of a receiver to manage the affairs of Association, which notice shall be in the form required by Section 720.3053 of the Florida Statutes, as such section may be renumbered from time to time (the

"Notice"). At least thirty (30) days prior to filing a petition seeking receivership, the Member shall (a) provide the Notice to Association by certified mail or personal delivery, (b) post the Notice in a conspicuous place in Holiday Park, and (c) provide the Notice to every Member by certified mail or personal delivery. Notice by mail to a Member shall be sent to the address used by the County property appraiser for notice to the Member. If, within 30 days after the Notice is posted and mailed or delivered, Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, each Member shall be given written notice of such appointment by the receiver within 10 days after appointment of the receiver, which notice shall be sent to the address used by the County property appraiser for notice to the owner of the property. If a receiver is appointed, Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws, and the court relieves the receiver of the appointment.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of Directors of the organizational meeting shall be necessary.

4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, fax or electronic mail (if the Director consents in writing to receive notice by electronic mail), and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board as well as meetings of any committee or similar body when a final decision will be made regarding the expenditure of Association funds and/or meetings of the Architectural Review Committee shall be open to all Members (except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be covered by the attorney-client privilege and meetings between the Board or any committee and the Association's attorney held for the purpose of discussing personnel matters) and notice of such meetings shall be posted conspicuously in Holiday Park at least forty-eight (48) hours in advance for the attention of the Members of Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized at any such meeting, except as otherwise required by applicable law.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of at least 60% of the Directors. Notice of the meeting shall be given personally by mail, telephone, fax or electronic mail (if the Director consents to receive notice by electronic mail), which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members (except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege and meetings with the Association's attorney held for the purpose of discussing personnel matters) and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of Association, except in the event of an emergency, provided that Owners shall not be permitted to participate, and need not be recognized, at any such meeting except as otherwise required by applicable law.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his 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.

4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent 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 specifically required by the Declaration, the Articles or these By-Laws.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.12 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members, or their authorized representatives, and Board members at any reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes. Association shall retain these minutes for a period of not less than seven (7) years.

4.13 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Association during the period between the meetings of the Board of Directors insofar as may be permitted by

law, except that the Executive Committee shall not have power (a) to determine the Operating Costs required for the affairs of the Association, (b) to determine the Assessments payable by the Owners to meet the Operating Costs of any Association, (c) to adopt or amend any rules and regulations covering the details of the operation and use of Holiday Park, or (d) to exercise any of the powers set forth in Subsections 5.8 and 5.17 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

4.14 Developer Control of Board; Turnover.

- 4.14.1 So long as the Developer retains voting control of the Association, the Developer shall have the absolute right to appoint and replace all Directors and Officers of Association; subject, however, to the following: When Members other than the Developer own fifty percent (50%) or more of the Lots in Mackenzie Manor, the Members other than Developer shall be entitled to elect, at a meeting of the Members, one (1) Director to the Board, and upon the election of such Director, the Developer shall designate one (1) of the three (3) Directors appointed by Developer to resign.
- 4.14.2 The Developer shall turn over control of Association to Members other than the Developer upon the Turnover Date (hereinafter defined) by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of Developer's decision to cause its appointees to resign is given to Members, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Developer refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon the first to occur of the following: (i) January 1, 2030; or (ii) the date on which Developer ceases to own any portion of Holiday Park; or (iii) the date upon which all Developer-appointed Directors resign; or (iv) such earlier time as may be required by law (the "Turnover Date"). Notwithstanding the foregoing, Developer shall remain entitled to elect at least one member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of Holiday Park. Upon the Turnover Date, Developer shall retain all voting rights incident to its ownership of Lots. Notwithstanding anything in these By-Laws to the contrary, Developer shall not turn over control of the Association earlier than required by law unless necessary in order for purchasers to obtain mortgage insurance from the Federal Housing Administration ("FHA") or participate in any FHA financing program.

4.14.3 Within a reasonable time after control of the Association is turned over to Owners other than the Developer (but not more than ninety (90) days after such event), the Developer shall deliver to Association all property of the Owners and of Association held or controlled by the Developer.

4.15 Voting at Board and Committee Meetings. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This Section also applies to the meetings of any committee, including the ARC.

4.16 Action Without Meeting. Except to the extent prohibited by law, the Board of Directors shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

5.1 Operating and maintaining the Common Areas and other property owned by Association.

5.2 Determining the expenses required for the operation of Association.

5.3 Collecting the Assessments for Operating Costs of Association from Owners.

5.4 Collecting Special Assessments from Owners.

5.5 Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and other property owned by Association, and any other property Association is charged with maintaining by any governmental authority.

5.6 Adopting, amending and enforcing rules and regulations concerning the details of the operation and use of Holiday Park and any property owned by Association, subject to a right of the Members to overrule the Board as provided herein.

5.7 Maintaining bank accounts on behalf of Association and designating the signatories required therefor.

5.8 Purchasing, leasing or otherwise acquiring Lots or other property in the name of Association, or its designee.

5.9 Purchasing Lots at foreclosure or other judicial sales, in the name of Association, or its designee.

5.10 Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association, or its designee.

5.11 Settling or compromising claims of or against Association in which all Owners have a common interest.

5.12 Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Lots or other property.

5.13 Obtaining, maintaining and reviewing insurance for Holiday Park and other property owned by Association.

5.14 Making repairs, additions and improvements to the Common Areas in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

5.15 Enforcing obligations of the Owners, allocating profits and expenses, and taking such other actions as shall be deemed necessary and proper for the sound management of Holiday Park.

5.16 Levying fines against appropriate Owners for violations of the rules and regulations established by Association to govern the conduct of such Owners.

5.17 Borrowing money on behalf of the Association required in connection with the operation, care, upkeep, and maintenance of the Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Association Property; provided, however, that the consent of the Owners of a least two-thirds (2/3) of the Lots or Lots represented at a meeting at which a quorum has been attained in accordance with the provisions of these By Laws shall be required for the borrowing of any sum in excess of \$100,000.00. Notwithstanding the foregoing, the Board shall have the power without such Owners' consent to borrow, as may be necessary, in a sum not to exceed \$500,000.00 to restore the Improvements on Common Areas from damage or destruction where a shortfall of insurance proceeds necessitates such expenditures. Any loan obtained for the purpose of such restoration must be for a term of less than 1 year. If any sum borrowed by the Board of Directors on behalf of Association pursuant to the authority contained in this subparagraph 5.17 is not repaid by Association, an Owner who pays to the creditor such portion thereof as his interest in the property owned by Association bears to the interest of all the Owners in the property owned by Association shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Owner's Lot. Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Lot.

5.18 Contracting for the management and maintenance of the Common Areas or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, Special Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas or other Association property with funds as shall be made available by Association for such purposes. Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, Special Assessments, promulgation of rules and execution of contracts on behalf of the Association.

5.19 At its discretion, authorizing use of portions of the Common Areas or other property owned by the Association for special events and gatherings and imposing reasonable charges therefor.

5.20 Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these By-Laws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not-for-profit, including the powers set forth in Chapters 617 and 720 of the Florida Statutes.

5.21 Contracting with and creating special taxing districts.

5.22 Contracting with one or more cable television operators, or other providers of telecommunications services, to provide cable television or telecommunications services on a bulk rate basis to Lot Owners.

5.23 Exercising the power to sue and defend any suits.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be removed for any reason (with or without cause) at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Except for officers appointed by the Board when controlled by the Developer, officers shall be Owners within Holiday Park or the spouse of an Owner, or a shareholder, officer, partner, member, manager, director or trustee of a corporation, company, trust or partnership that is an Owner.

6.2 President. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties that are usually vested in the office of the president of an association.

6.3 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 such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He or she shall attend to the giving of all notices to the Members and Directors and other notices required by law. He or she shall have custody of the seal of 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.

6.5 Treasurer. The Treasurer shall have custody of all property of Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of Association in such depositories as may be designated by a majority of the Board of Directors.

6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Sections 4.3 and 4.14 hereof and by applicable law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as Directors or officers.

8. Resignations. Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer or cessation of such Director's or officer's residency in Holiday Park (other than appointees of the Developer or other Directors or officers who are not Members) shall constitute a written resignation of such Director or officer.

10. Fiscal Management. The provisions for fiscal management of Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

10.1 Budget.

10.1.1 Adoption by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Members to meet the expenses of Association, and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration. The budget must reflect the

estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. In addition to annual Operating Costs, the budget may include reserve accounts for capital expenditures and deferred maintenance for which Association is responsible, provided however, that such reserves shall be determined, maintained and waived in accordance with Chapter 720 of the Florida Statutes. Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member within ten (10) business days after receipt of a written request from the Member.

The adoption of a budget for the Association by the Board shall comply with the requirements hereinafter set forth:

- (a) Notice of Meeting. A copy of the proposed budget shall be mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to all of the Members, provided that such Members shall not have the right to participate, and need not be recognized, at such meeting except as otherwise required by applicable law.
- (b) Special Membership Meeting. If a budget is adopted by the Board which requires Assessments against Members in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Members, a special meeting of the Members shall be held within thirty (30) days of delivery of such application to the Board. Each Member shall be given at least ten (10) days' notice of said meeting. At the special meeting, Members shall consider and adopt a budget. The adoption of said budget shall require a majority of votes which are present at such meeting (in person or by proxy) at which a quorum is attained.
- (c) Determination of Budget Amount. In determining whether a budget requires Assessments against Members in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board in respect of repair or replacement of the Common Areas or in respect of anticipated expenses of Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for

improvements to the Common Areas and all Special Assessments including Individual Assessments against specific Member(s).

10.1.2 Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 10.1.1 above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of Association. If either such budget is adopted by a majority of the votes by the Members present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

10.2 Assessments. Assessments against the Members for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

10.3 Individual Assessments. Charges by the Association against less than all Members for other than routine Operating Costs, shall be payable in advance. These charges may be collected by Individual Assessments. Individual Assessments may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions or the Common Areas or other Association property, maintenance services furnished at the expense of a Member, other services furnished for the benefit of a Member and fines and damages and other sums due from such Member.

10.4 Special Assessments. In the event the annual Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular annual Assessments and as further provided in the Declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration. Prior to the Turnover Date, the Board controlled by the Developer may not levy a Special Assessment unless a majority of the Owners other than the Developer approve the Special Assessment by a majority vote at a duly called special meeting of Members at which a quorum is present.

10.5 Depository. The depository of the Association shall be such bank(s), savings bank(s), savings and loan association(s), or similar lending institution(s) in the State of Florida as shall be designated from time to time by the Board and in which the monies of Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

10.6 Acceleration of Assessment Installments upon Default. If a Lot Owner shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Owner as provided in the Declaration.

10.7 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board.

10.8 Accounting Records and Financial Reports.

10.8.1 Accounting Records. Association shall maintain accounting records in the State of Florida, according to practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account, the dates so paid, and the balance due, (c) all tax returns, financial statements and financial reports of Association, and (d) any other reports that identify, measure, record or communicate financial information. All financial and accounting records must be maintained for a period of at least seven (7) years.

10.8.2 Financial Records. Within ninety (90) days following the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall provide each Member (and to any Lender that has made a written request) with a copy of the annual financial report or written notice that a copy of the financial report is available upon request at no charge to the Member, which copy must be provided within ten (10) business days after receipt of such written request. In addition, the Association shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles as adopted by the Florida Board of Accountancy, or a report of cash receipts and expenditures as required and pursuant to Section 720.303(7) of the Florida Statutes.

10.9 Other Official Records. In addition to the financial reports, financial statements, and accounting records indicated in Section 10.8, and the minutes of the Board and Member

meetings, the Association shall maintain each of the following items, when applicable, which constitute official records of the Association:

- 10.9.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that Association is obligated to maintain, repair, or replace.
- 10.9.2 A copy of the By-laws of the Association and of each amendment to the bylaws.
- 10.9.3 A copy of the Articles of Association and of each amendment thereto.
- 10.9.4 A copy of the Declaration and a copy of each amendment thereto.
- 10.9.5 A copy of the current Rules of Association.
- 10.9.6 A current roster of all Members and their mailing addresses and Lot identifications.
- 10.9.7 The electronic mail addresses designated by Owners for receiving notice by electronic transmission for those Owners consenting to receipt of notice by electronic mail; provided however, the electronic mail addresses provided by Owners shall be removed from the official records when consent to receive notice by electronic mail is revoked.
- 10.9.8 All of Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- 10.9.9 A current copy of all contracts to which Association is a party, including, without limitation, any management agreement, lease, or other contract under which Association has any obligation or responsibility. Bids received by Association for work to be performed must also be considered official records and must be kept for a period of 1 year.
- 10.9.10 All other written records of the Association not specifically enumerated above which are related to the operation of the Association.

10.10 Inspection and Copying. The official records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the official records available for inspection or copying at Holiday Park.

10.11 Application of Payment. All payments made by an Owner shall be applied as provided in these By-Laws and in the Declaration or as determined by the Board.

10.12 Notice of Meetings. Notice of any meeting where Assessments against Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

10.13 Developer Exemption From Assessments for Lawsuits. Neither the Developer nor its Affiliates shall be liable for the payment of any Assessments applicable to Lots they own which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Developer or its affiliates.

11. Roster of Lot Owners. Association shall maintain current information regarding the title holders of all Lots. Such information shall be obtained by engaging the services of a qualified title company, or if the Board so elects, by requiring each Owner to file with the Association a copy of the deed or other document showing his ownership. Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein. Only Lot Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

12. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

13. Amendments. Except as otherwise provided in the Declaration, these By-Laws may be amended in the following manner:

13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered. During the time that the Developer controls the Association, the Board may amend these By-Laws, or any Rules, without a meeting as long as the requisite consent to the amendment is obtained. The meeting requirements set forth in sections 4.6 and 4.7 do not apply to such amendments.

13.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Members of the Association. Directors who are absent from the Board meeting and Members not present in person or by limited proxy at the Members' meeting considering the amendment, may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

13.2.1 at any time, by not less than a majority of the votes of all Members of Association represented at a meeting at which a quorum has been attained and by not less than 60% of the entire Board of Directors; or

13.2.2 after control of Association is turned over to Owners other than the Developer, by not less than 80% of the votes of the Members of Association represented at a meeting at which a quorum has been attained;

or

13.2.3 After control of Association is turned over to Owners other than the Developer, by not less than 100% of the entire Board of Directors; or

13.2.4 before control of Association is turned over to Owners other than the Developer, by not less than 60% of the entire Board of Directors.

13.3 Provision. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Lots without the written consent of such Developer or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

13.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Broward County, Florida.

14. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to the Rules concerning the use and operation of Holiday Park, except that subsequent to the date control of the Board is turned over by the Developer to Owners other than the Developer, Owners of a majority of the Lots represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modifications of any Rules. Copies of such Rules shall be furnished by the Board to each affected Owner not less than thirty (30) days prior to the effective date thereof. At no time may any Rule be adopted which would prejudice the rights reserved to the Developer or Lenders. Notwithstanding anything to the contrary, Developer may adopt and/or modify Rules prior to the Turnover Date without a meeting.

15. Construction. Wherever the context so permits, 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. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

17. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these By-Laws and in the absence of any express

language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these By-Laws subordinate.

18. Indemnification of Officers and Directors. Subject to the further provisions of this paragraph, Association shall indemnify and hold harmless all officers and Directors, and members of any committee appointed by the Board, past or incumbent, from and against all costs, claims, damages, reasonable expenses and liabilities of any kind whatsoever, including reasonable attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this paragraph may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this paragraph was effective.

19. Suspension of Privileges; Fines. The Association may suspend the rights of an Owner an Owner's tenants, licensees, guests, invitees, and/or occupants, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, licensee, guest, invitee, or occupant if an Owner is more than ninety (90) days delinquent in paying any monetary obligation due to the Association and/or for failure to comply with any other provision of the Declaration.

19.1 A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

19.2 A fine or suspension may not be imposed without at least fourteen (14) days notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, licensee, guest, invitee or occupant and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If a fine or suspension is imposed, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, guest, invitee or occupant.

19.3 Suspension of use rights as a result of an Owner being more than ninety (90) days delinquent in payment of a monetary obligation to the Association may only be for the period of time until such monetary obligation is paid. The Association's authority to suspend

rights to use the Common Areas does not apply to the portion of the Common Areas that must be used for access to a Lot or necessary utility service to a Lot.

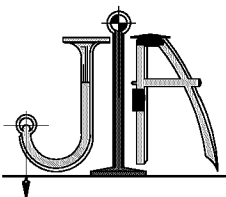
19.4 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

19.5 The Violations Committee may impose a fine against the Member in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board.

19.6 The Board may suspend, without notice or hearing, the voting rights of an Owner who is delinquent in Assessments for more than ninety (90) days. The Board may also suspend the Owner's right to use the Common Areas because of the Owner's failure to pay Assessments when due as provided in these By-Laws, in the Declaration, and in Chapter 720 of the Florida Statutes.

19.7 Notwithstanding the foregoing, the Association and/or Violations Committee shall not have the right to impose any fine against Developer.

Exhibit “D”



JOHN IBARRA & ASSOCIATES, INC.

Professional Land Surveyors & Mappers

WWW.IBARRALANDSURVEYORS.COM

777 N.W. 72nd AVENUE

SUITE 3025

MIAMI, FLORIDA 33126

PH: (305) 262-0400

FAX: (305) 262-0401

3725 DEL PRADO BLVD SOUTH

SUITE NO. B

CAPE CORAL, FL 33904

PH: (239) 540-2660

FAX: (239) 540-2664



HOLIDAY PARK AT VICTORIA PARK TOWNHOMES

700 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

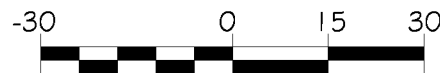
EXHIBIT "D"

SKETCH AND LEGAL

DESCRIPTION FOR ASSOCIATION

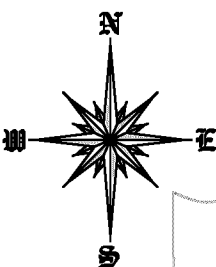
PROPERTY

GRAPHIC SCALE

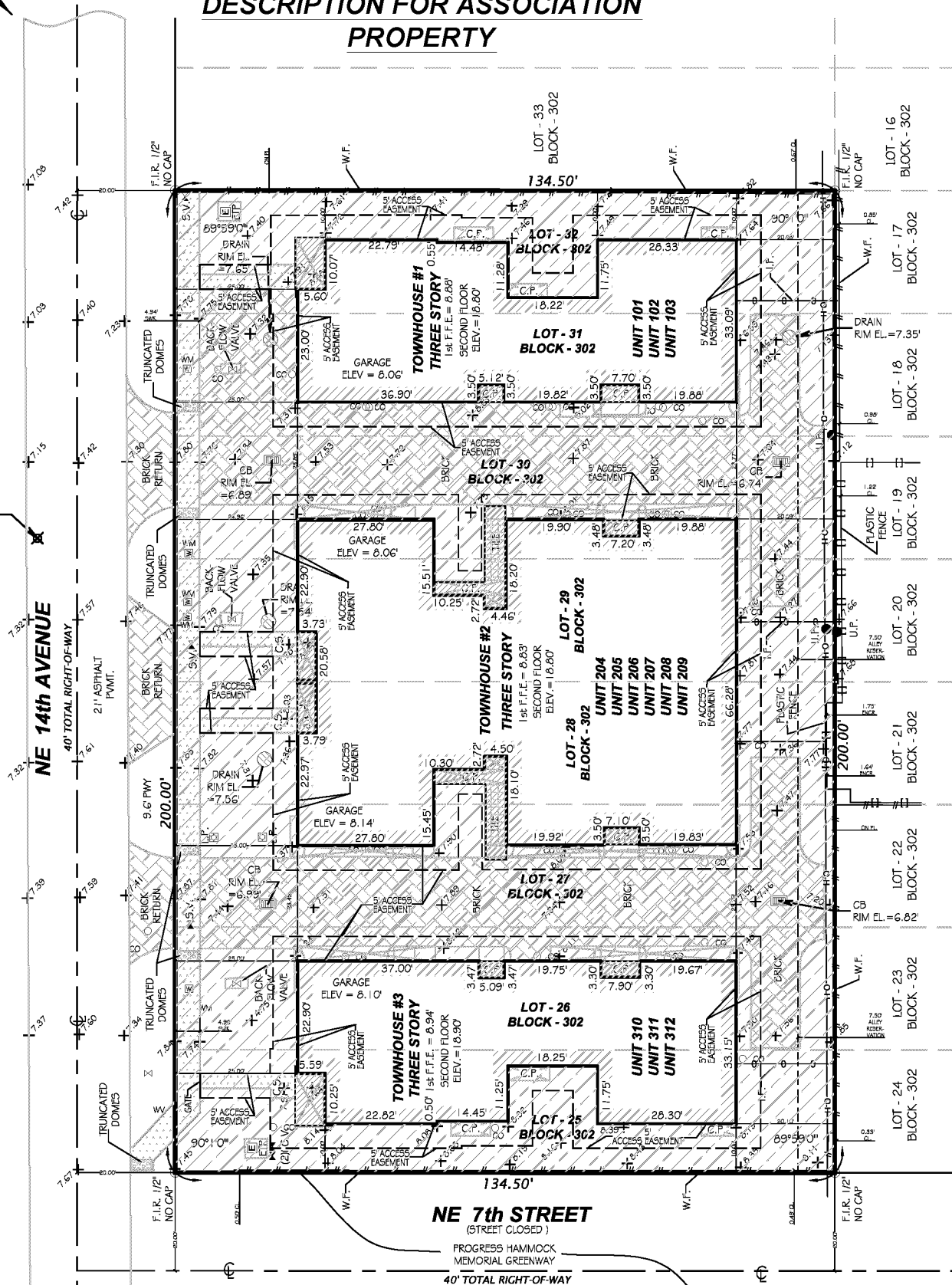


(IN FEET)

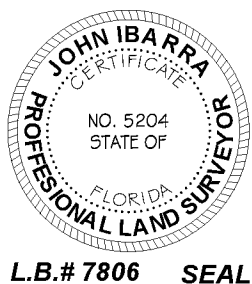
1 INCH = 30 FEET



SET T.B.M.
ELEV. = 7.340



* SEE SHEET 2 OF 41 FOR LEGEND AND ABBREVIATIONS



SURVEYOR'S NOTE:

1. COMMON ELEMENTS MEANS THE PORTION OF THE PROPERTY NOT INCLUDED IN THE UNIT.
2. LIMITED COMMON ELEMENTS SHALL MEAN SUCH PORTION(S) OF THE COMMON ELEMENTS WHICH ARE INTENDED FOR THE EXCLUSIVE USE (SUBJECT TO RIGHTS, IF ANY, OF THE ASSOCIATION) OF THE OWNERS OF SPECIFIC UNITS, TO THE EXCLUSION OF OTHERS.

LEGEND:

- C.E. = COMMON ELEMENTS
- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = - - - - -

DRAWN BY:

DA

SCALE:

1"=30'

FIELD DATE:

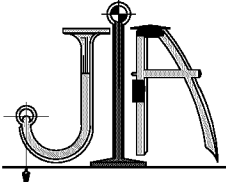
05/18/2021

SURVEY NO:

19-000521-21


SHEET:

1 OF 41



JOHN IBARRA & ASSOCIATES, INC.
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HOLIDAY PARK AT VICTORIA PARK TOWNHOMES

700 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

FOLIO: 494234073160

LOTS 25, 26, 27, AND 28, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA.

FOLIO: 494234073170

LOTS 29 AND 30, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA.

FOLIO: 494234073180

LOTS 31 AND 32, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA.

CERTIFICATION:

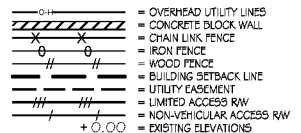
HOLIDAY PARK LLC

GENERAL NOTES:

- ALL IMPROVEMENTS SHOWN ARE EXISTING.
- INTERIOR DIVIDING WALL WIDTHS VARY.
- EXTERIOR WALL WIDTHS VARY.
- ALL PORTIONS OF THE UNITS PROPERTY NOT INCLUDED WITHIN THE LIMITS OF THE UNITS ARE COMMON AREAS, UNLESS OTHERWISE SHOWN.
- ALL BALCONIES, TERRACES AND COURTYARDS ARE LIMITED COMMON ELEMENTS (L.C.E.). ALL AIR CONDENSING UNITS ARE LIMITED COMMON ELEMENTS.
- AREAS WITHIN THE UNITS CONTAINING CONDUITS, WIRING, DUCTS, PLUMBING, BEARING WALLS. STRUCTURAL SUPPORTS, AND OTHER SUCH ITEMS SERVING A UNIT, SERVING LIMITED COMMON ELEMENTS, OR SERVING COMMON ELEMENTS HAVE BEEN OMITTED FROM THESE DRAWINGS FOR PURPOSES OF CLARITY.
- LEGAL DESCRIPTION OF EACH UNIT COVERS THE AREA OCCUPIED BY THE UNIT AND THE LIMITED COMMON ELEMENTS ON GROUND FLOOR ONLY.

ABBREVIATIONS AND MEANINGS

A = ARC A/C = AIR CONDITIONER PAD. A.E. = ANCHOR EASEMENT. ALR = ALUMINUM ROOF. AL = ALUMINUM SHED. ASPH. = ASPHALT. B.C. = BLOCK CORNER. B.C.R. = BROWARD COUNTY RECORDS B.D.G. = BUILDING. B.M. = BENCH MARK. B.O.B. = BASIS OF BEARINGS. B.S.L. = BUILDING SETBACK LINE C = CALCULATED C.B. = CATCH BASIN. C.B.S. = CONCRETE BLOCK STRUCTURE. CBW = CONCRETE BLOCK WALL. CH = CHORD. CH.B. = CHORD BEARING. CL = CLEAR. C.L.F. = CHAIN LINK FENCE. C.M.E. = CANAL MAINTENANCE EASEMENTS.	CO = CLEAOUT CONC. = CONCRETE. C.P. = CONC. POKETH. C.S. = CONCRETE SLAB. C.U.P. = CONC. UTILITY POLE C.W. = CONCRETE WALK. D.E. = DRAINAGE EASEMENT. D.M.E. = DRAINAGE MAINTENANCE EASEMENTS DRIVE = DRIVEWAY ° = DEGREES E = EAST. EB = ELECTRIC BOX E.T.P. = ELECTRIC TRANSFORMER PAD. ELEV. = ELEVATION. ENCR. = ENCROACHMENT. F.H. = FIRE HYDRANT. F.I.P. = FOUND IRON PIPE. F.I.R. = FOUND IRON ROD. F.F.E. = FINISHED FLOOR ELEVATION. F.N.D. = FOUND NAIL & DISK. FR = FRAME. FT = FEET.	FNIP. = FEDERAL NATIONAL INSURANCE F.N. = FOUND NAIL. H. = HIGH (HEIGHT) I.C.V. = IRRIGATION CONTROL VALVE I.F. = IRON FENCE I.N.E. = INGRESS AND EGRESS EASEMENT. L.B. = Certificate of Authorization L.B.#7806 L.P. = LIGHT POLE. L.M.E. = LAKE MAINTENANCE EASEMENT. ' = MINUTES. M. = MEASURED DISTANCE. MB = MAIL BOX M.D.C.R. = MIAMI DADE COUNTY RECORDS M.E. = MAINTENANCE EASEMENTS MON. = MONUMENT LINE. MH = MANHOLE. ML = MONUMENT LINE. N.A.P. = NOT A PART OF. NGVD = NATIONAL GEODETIC VERTICAL DATUM. N. = NORTH. N.T.S. = NOT TO SCALE. #NO. = NUMBER. OIS = OFFSET.	O.H. = OVERHEAD O.H.L. = OVERHEAD UTILITY LINES O.R.B. = OFFICIAL RECORDS BOOK O.V.H. = OVERRANG P.V.M.T. = PAVEMENT. PL = PLANTER. P.L. = PROPERTY LINE. P.C.C. = POINT OF COMPOUND CURVE. P.C. = POINT OF CURVE. PT. = POINT OF TANGENCY. POC. = POINT OF COMMENCEMENT. POB. = POINT OF BEGINNING. P.R.C. = POINT OF REVERSE CURVE P.B. = PLAT BOOK. PG. = PAGE. P.W. = PARKWAY. PRM. = PERMANENT REFERENCE MONUMENT. P.L.S. = PROFESSIONAL LAND SURVEYOR. R. = RECORDED DISTANCE. RR = RAIL ROAD. RES. = RESIDENCE.	PROP. COR. = PROPERTY CORNER R.W. = RIGHT-OF-WAY. R.P. = RADIUS POINT. RGE. = RANGE. SEC. = SECTION. STY. = STORY. SWK. = SIDEWALK. S.I.P. = SET IRON PIPE L.B. #7806. S.P. = SCREENED PORCH S. = SOUTH. ' = SECONDS T = TANGENT TB = TELEPHONE BOOTH T.U.E. = TECHNOLOGY UTILITY EASEMENT TSB = TRAFFIC SIGNAL BOX T.S.P. = TRAFFIC SIGNAL POLE TWP = TOWNSHIP. UTIL. = UTILITY. U.P. = UTILITY POLE. W.M. = WATER METER. W.F. = WOOD FENCE. W.R. = WOOD ROOF.	W.M. = WATER METER. W.F. = WOOD FENCE. W.R. = WOOD ROOF. W.S. = WOOD SHED. W = WEST. 6 = CENTER LINE. △ = CENTRAL ANGLE. ∠ = ANGLE.
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LEGEND:

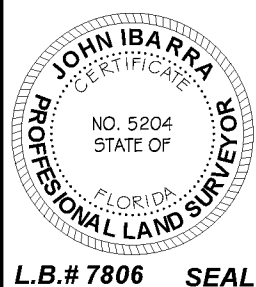
- ASPHALT PAVEMENT
- BRICK PAVEMENT
- CONCRETE
- TILE SLAB
- BUILDING LIMITS
- TRUNCATED DOMES
- COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- UNIT

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "DECLARATION OF CONDOMINIUM" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

BY:  05/18/2021
JOHN IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA



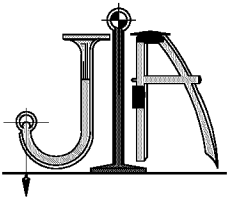
SURVEYOR'S NOTE:

- COMMON ELEMENTS MEANS THE PORTION OF THE PROPERTY NOT INCLUDED IN THE UNIT.
- LIMITED COMMON ELEMENTS SHALL MEAN SUCH PORTION(S) OF THE COMMON ELEMENTS WHICH ARE INTENDED FOR THE EXCLUSIVE USE (SUBJECT TO RIGHTS, IF ANY, OF THE ASSOCIATION) OF THE OWNERS OF SPECIFIC UNITS, TO THE EXCLUSION OF OTHERS.

LEGEND:

- C.E. = COMMON ELEMENTS
- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = — — — — —

DRAWN BY:	DA
FIELD DATE:	05/18/2021
SURVEY NO:	19-000521-21
SHEET:	2 OF 41



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers

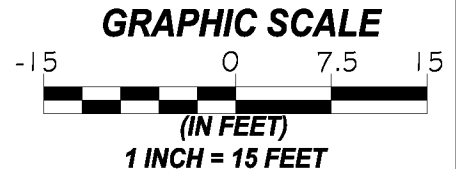
WWW.IBARRALANDSURVEYORS.COM
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HOLIDAY PARK AT VICTORIA PARK TOWNHOMES
700 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

SKETCH AND LEGAL DESCRIPTION
ASSOCIATION PROPERTY



LEGAL DESCRIPTION:

ASSOCIATION PROPERTY:

A PORTION OF LOTS 25, 26, 27, 28, 29, 30, 31 AND 32, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, LESS ALL THAT PORTION OCCUPIED BY UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12, AS SHOWN HEREON AS LESS OUT PARCELS "A", "B" AND "C" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LESS OUT PARCEL "A":

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32; THENCE RUN S00°00'42"E, ALONG THE WESTERLY LINE OF SAID LOT 32, ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF NE 14th AVENUE, FOR A DISTANCE OF 9.53 FEET; THENCE RUN EAST, FOR A DISTANCE OF 24.50 FEET, TO THE POINT OF BEGINNING "A"; THENCE CONTINUE EAST FOR A DISTANCE OF 6.01 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 0.45 FEET; THENCE RUN EAST FOR A DISTANCE OF 22.95 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 0.46 FEET; THENCE RUN EAST FOR A DISTANCE OF 14.32 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 11.26 FEET; THENCE RUN EAST FOR A DISTANCE OF 18.30 FEET; THENCE RUN NORTH FOR A DISTANCE OF 11.72 FEET; THENCE RUN EAST FOR A DISTANCE OF 28.50 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 10.28 FEET; THENCE RUN WEST FOR A DISTANCE OF 0.13 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 22.81 FEET; THENCE RUN WEST FOR A DISTANCE OF 89.45 FEET; THENCE RUN NORTH FOR A DISTANCE OF 21.40 FEET; THENCE RUN WEST FOR A DISTANCE OF 0.50 FEET; THENCE RUN NORTH FOR A DISTANCE OF 12.14 FEET, TO THE POINT OF BEGINNING "A".
CONTAINING 2,748.40 SQUARE FEET MORE OR LESS.

LESS OUT PARCEL "B":

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32; THENCE RUN S00°00'42"E, ALONG THE WESTERLY LINE OF SAID LOT 32, ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF NE 14th AVENUE, FOR A DISTANCE OF 67.33 FEET; THENCE RUN EAST, FOR A DISTANCE OF 24.80 FEET, TO THE POINT OF BEGINNING "B"; THENCE RUN N89°49'03"E FOR A DISTANCE OF 27.77 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 12.49 FEET; THENCE RUN N89°49'03"E FOR A DISTANCE OF 10.56 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 15.44 FEET; THENCE RUN N89°49'03"E FOR A DISTANCE OF 4.20 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 2.95 FEET; THENCE RUN N89°49'03"E FOR A DISTANCE OF 46.92 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 66.07 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 46.92 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 2.95 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 4.20 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 15.42 FEET; THENCE RUN S89°49'03"E FOR A DISTANCE OF 10.56 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 12.47 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 27.77 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 66.07 FEET, TO THE POINT OF BEGINNING "B".
CONTAINING 5,671.32 SQUARE FEET MORE OR LESS.

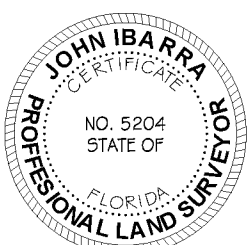
LESS OUT PARCEL "C":

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32; THENCE RUN S00°00'42"E, ALONG THE WESTERLY LINE OF SAID LOT 32, ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF NE 14th AVENUE, FOR A DISTANCE OF 156.89 FEET; THENCE RUN EAST, FOR A DISTANCE OF 24.99 FEET, TO THE POINT OF BEGINNING "C"; THENCE RUN N89°58'50"E FOR A DISTANCE OF 89.45 FEET; THENCE RUN S00°14'09"E FOR A DISTANCE OF 33.09 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 28.50 FEET; THENCE RUN N00°01'10"W FOR A DISTANCE OF 11.72 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 18.30 FEET; THENCE RUN S00°01'11"E FOR A DISTANCE OF 11.26 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 14.32 FEET; THENCE RUN S00°01'10"E FOR A DISTANCE OF 0.46 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 21.37 FEET; THENCE RUN S00°01'10"E FOR A DISTANCE OF 0.50 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 1.57 FEET; THENCE RUN N00°01'10"W FOR A DISTANCE OF 0.05 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 6.01 FEET; THENCE RUN N00°01'10"W FOR A DISTANCE OF 10.54 FEET; THENCE RUN N89°58'50"E FOR A DISTANCE OF 0.08 FEET; THENCE RUN N00°01'10"W FOR A DISTANCE OF 1.59 FEET; THENCE RUN N89°58'50"E FOR A DISTANCE OF 0.42 FEET; THENCE RUN N00°01'10"W FOR A DISTANCE OF 21.40 FEET, TO THE POINT OF BEGINNING "C".
CONTAINING 2,749.85 SQUARE FEET MORE OR LESS.

ASSOCIATION PROPERTY CONTAINING 15,728.80 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. SEE SHEET 4 OF 41 FOR HOLIDAY PARK TOWNHOUSES HOMEOWNERS ASSOCIATION SKETCH.
2. SEE SHEETS 5 AND 6 OF 41 FOR LESS OUT PARCELS "A", "B" AND "C" DETAIL.






L.B.# 7806 SEAL

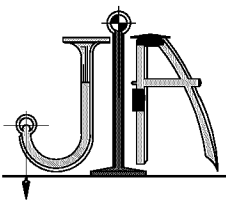
SURVEYOR'S NOTE:

1. COMMON ELEMENTS MEANS THE PORTION OF THE PROPERTY NOT INCLUDED IN THE UNIT.
2. LIMITED COMMON ELEMENTS SHALL MEAN SUCH PORTION(S) OF THE COMMON ELEMENTS WHICH ARE INTENDED FOR THE EXCLUSIVE USE (SUBJECT TO RIGHTS, IF ANY, OF THE ASSOCIATION) OF THE OWNERS OF SPECIFIC UNITS, TO THE EXCLUSION OF OTHERS.

LEGEND:

-  C.E. = COMMON ELEMENTS
 L.C.E. = LIMITED COMMON ELEMENTS
 UNIT LIMITS = — — — — —

DRAWN BY:	DA
SCALE:	1"=15'
FIELD DATE:	05/18/2021
SURVEY NO:	19-000521-21
SHEET:	3 OF 41



JOHN IBARRA & ASSOCIATES, INC.

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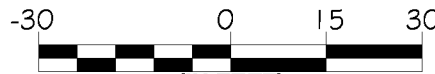


HOLIDAY PARK AT VICTORIA PARK TOWNHOMES

700 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

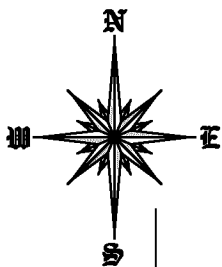
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
ASSOCIATION PROPERTY**

GRAPHIC SCALE



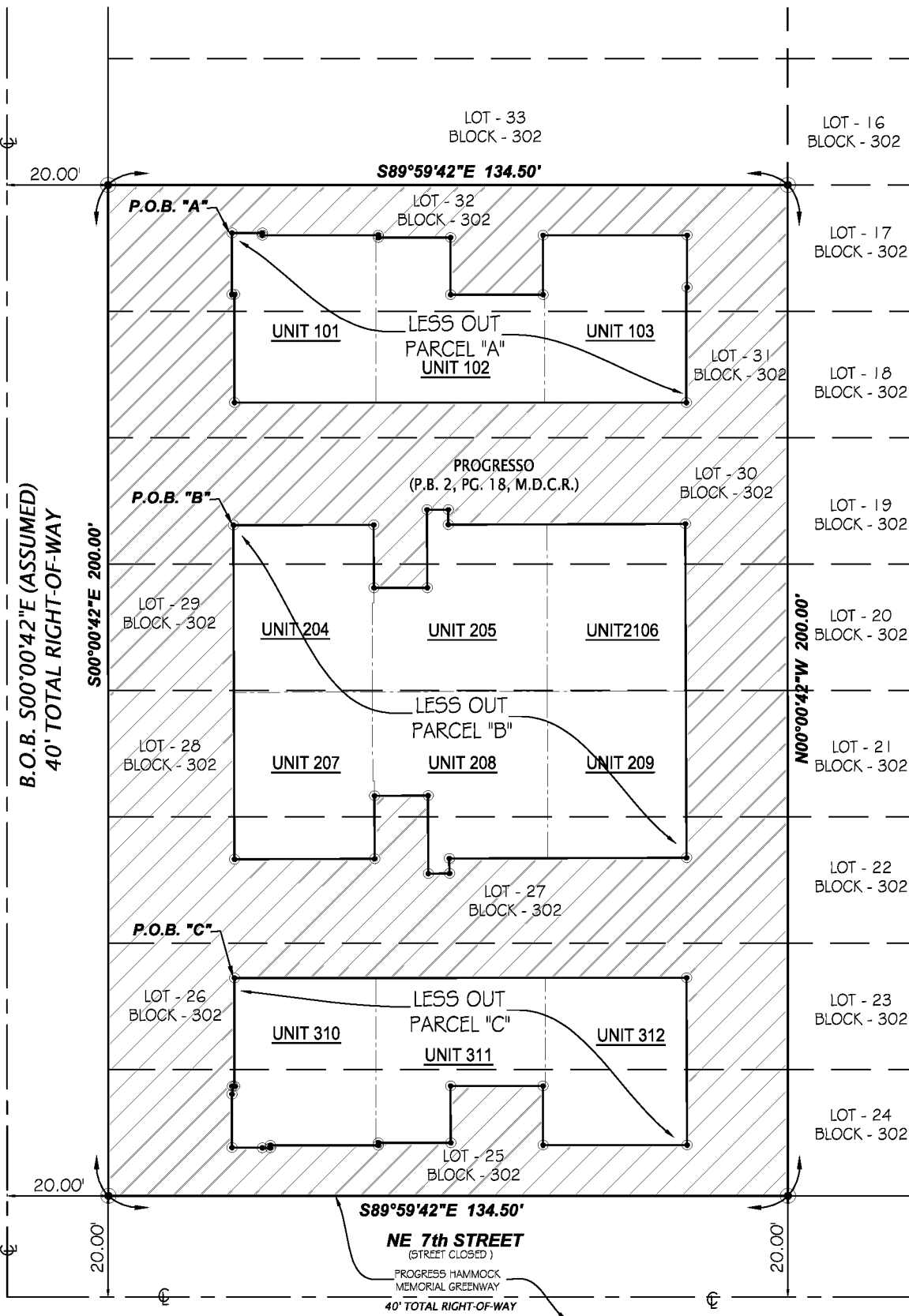
(IN FEET)

1 INCH = 30 FEET



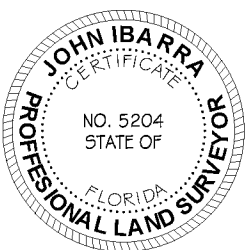
NE 14th AVENUE

B.O.B. S00°00'42"E (ASSUMED)
40' TOTAL RIGHT-OF-WAY



SURVEYOR'S NOTES:

1. SEE SHEET 3 OF 41 FOR HOLIDAY PARK TOWNHOUSES HOMEOWNERS ASSOCIATION LEGAL DESCRIPTION.
2. SEE SHEETS 5 AND 6 OF 41 FOR LESS OUT PARCELS "A", "B" AND "C" DETAIL.



L.B.# 7806 SEAL

SURVEYOR'S NOTE:

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LEGEND:

- C.E. = COMMON ELEMENTS
- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = — — — — —

DRAWN BY: DA

SCALE: 1"=30'

FIELD DATE: 05/18/2021

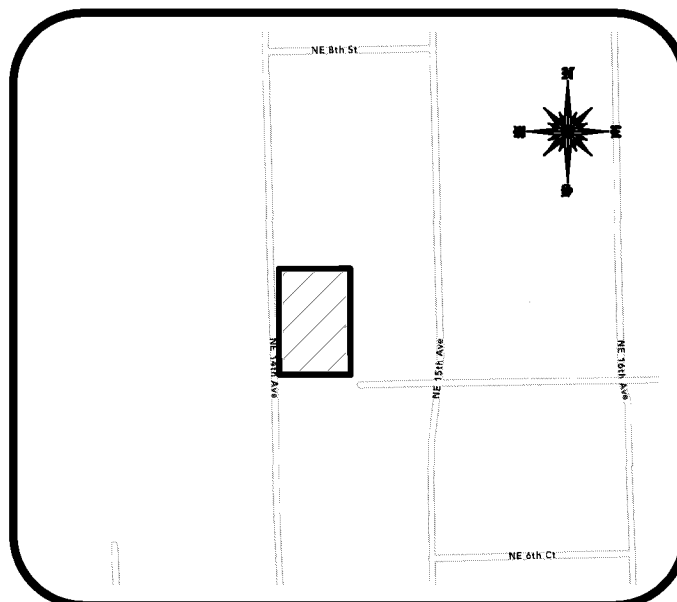
SURVEY NO: 19-000521-21

SHEET: 4 OF 41

Exhibit “D-1”

SKETCH AND LEGAL DESCRIPTION
 LYING IN SECTION 2, TOWNSHIP 50 SOUTH, RANGE 42 EAST
 THIS IS NOT A BOUNDARY SURVEY
EXHIBIT "D-1"
5-FOOT ACCESS EASEMENT

**THIS SHEET IS NOT
 VALID WITHOUT ALL
 RELATED SHEETS**



LOCATION SKETCH
 SCALE = N.T.S.

ABBREVIATIONS:

CL = CENTER LINE
 L.B. = LICENSED BUSINESS
 M.D.C.R. = MIAMI-DADE COUNTY RECORDS
 NW = NORTHWEST
 P.B. = PLAT BOOK
 PG. = PAGE
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCE
 P.O.T. = POINT OF TERMINATION
 SQ.FT. = SQUARE FEET

PROPERTY ADDRESS:

700 NE 14th AVENUE
 FORT LAUDERDALE, FLORIDA 33304

SURVEYOR'S NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY JOHN IBARRA & ASSOCIATES, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING ALONG THE CENTERLINE OF NE 14th AVENUE, BEARING $500^{\circ}00'42''$ E.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "SPECIFIC PURPOSE SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

BY: JOHN IBARRA 11/29/2021
 (DATE OF FIELD WORK)

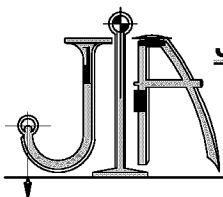
PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA

DRAWN BY: DA

DATE : 11/29/2021

SURVEY NO: 19-000521-25

SHEET: 1 OF 6



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L.B.# 7806 SEAL

SKETCH AND LEGAL DESCRIPTION

LYING IN SECTION 2, TOWNSHIP 50 SOUTH, RANGE 42 EAST
THIS IS NOT A BOUNDARY SURVEY
EXHIBIT "D-1"

**THIS SHEET IS NOT
VALID WITHOUT ALL
RELATED SHEETS**

LEGAL DESCRIPTION:

A STRIP OF LAND 5.00 FEET IN WIDTH, BEING A PORTION OF LOTS 25, 26, 27, 28, 29, 30, 31 AND 32 OF BLOCK 302, OF PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 18 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY FLORIDA, SAID STRIP OF 5.00 FEET LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING THREE (3) DESCRIBED CENTERLINES:

ACCESS EASEMENT CENTERLINE #1:

COMMENCE AT THE NORTHWEST CORNER CORNER OF SAID LOT 32; THENCE RUN $500^{\circ}00'42''$ E ALONG THE WEST LINE OF SAID BLOCK 302, FOR A DISTANCE OF 17.57 FEET; THENCE RUN $S89^{\circ}59'18''$ W FOR A DISTANCE OF 5.02 FEET TO THE POINT OF BEGINNING #1; THENCE RUN $N89^{\circ}59'08''$ E FOR A DISTANCE OF 16.98 FEET; $N00^{\circ}00'00''$ W FOR A DISTANCE OF 10.06 FEET; THENCE RUN $N89^{\circ}55'47''$ E FOR A DISTANCE OF 33.92 FEET; THENCE RUN $500^{\circ}02'44''$ W FOR A DISTANCE OF 0.55 FEET; THENCE RUN $N89^{\circ}55'47''$ E FOR A DISTANCE OF 14.48 FEET; THENCE RUN $500^{\circ}02'44''$ W FOR A DISTANCE OF 11.28 FEET; THENCE RUN $N89^{\circ}55'47''$ E FOR A DISTANCE OF 13.22 FEET; THENCE RUN $N00^{\circ}02'44''$ E FOR A DISTANCE OF 11.75 FEET; THENCE RUN $N89^{\circ}55'47''$ E FOR A DISTANCE OF 33.33 FEET; THENCE RUN $500^{\circ}02'44''$ W FOR A DISTANCE OF 38.09 FEET; THENCE RUN $S90^{\circ}00'00''$ W FOR A DISTANCE OF 94.42 FEET; THENCE RUN $N00^{\circ}02'14''$ E FOR A DISTANCE OF 22.97 FEET; THENCE RUN $S89^{\circ}24'55''$ W FOR A DISTANCE OF 0.52 FEET; THENCE RUN $N00^{\circ}00'00''$ W FOR A DISTANCE OF 5.03 FEET TO THE POINT OF TERMINATION #1.

CONTAINING 1,506 SQUARE FEET MORE OR LESS.

ACCESS EASEMENT CENTERLINE #2:

COMMENCE AT THE NORTHWEST CORNER CORNER OF SAID LOT 32; THENCE RUN $500^{\circ}00'42''$ E ALONG THE WESTERLY LINE OF SAID BLOCK 302, FOR A DISTANCE OF 64.46 FEET; THENCE RUN $N89^{\circ}59'18''$ E FOR A DISTANCE OF 22.46 FEET TO THE POINT OF BEGINNING #2; THENCE RUN $N89^{\circ}54'32''$ E FOR A DISTANCE OF 32.80 FEET; THENCE RUN $500^{\circ}05'28''$ E FOR A DISTANCE OF 15.51 FEET; THENCE RUN $N89^{\circ}54'32''$ E FOR A DISTANCE OF 9.71 FEET; THENCE RUN $N00^{\circ}05'28''$ W FOR A DISTANCE OF 15.48 FEET; THENCE RUN $N89^{\circ}54'32''$ E FOR A DISTANCE OF 51.98 FEET; THENCE RUN $500^{\circ}00'20''$ E FOR A DISTANCE OF 71.27 FEET; THENCE RUN $S89^{\circ}49'10''$ W FOR A DISTANCE OF 51.85 FEET; THENCE RUN $N00^{\circ}05'28''$ W FOR A DISTANCE OF 15.38 FEET; THENCE RUN $S89^{\circ}54'32''$ W FOR A DISTANCE OF 9.80 FEET; THENCE RUN $500^{\circ}05'28''$ E FOR A DISTANCE OF 15.45 FEET; THENCE RUN $S89^{\circ}54'32''$ W FOR A DISTANCE OF 32.80 FEET; THENCE RUN $N00^{\circ}02'46''$ W FOR A DISTANCE OF 27.97 FEET, TO A POINT KNOWN HEREON AS POINT A; THENCE CONTINUE $N00^{\circ}02'46''$ W FOR A DISTANCE OF 15.58 FEET, TO A POINT KNOWN HEREON AS POINT B THENCE CONTINUE $N00^{\circ}02'46''$ W FOR A DISTANCE OF 27.90 FEET TO THE POINT OF BEGINNING #2.

FROM POINT A RUN $S89^{\circ}57'40''$ W FOR A DISTANCE OF 17.42 FEET, TO THE POINT OF TERMINATION A;

FROM POINT B RUN $S89^{\circ}57'40''$ W FOR A DISTANCE OF 17.42 FEET, TO THE POINT OF TERMINATION B.

CONTAINING 2,117 SQUARE FEET MORE OR LESS.

ACCESS EASEMENT CENTERLINE #3:

COMMENCE AT THE NORTHWEST CORNER CORNER OF SAID LOT 32; THENCE RUN $500^{\circ}00'42''$ E ALONG THE WESTERLY LINE OF SAID BLOCK 302, FOR A DISTANCE OF 182.31 FEET; THENCE RUN $N89^{\circ}59'18''$ E FOR A DISTANCE OF 5.09 FEET TO THE POINT OF BEGINNING #3; THENCE RUN $N89^{\circ}57'40''$ E FOR A DISTANCE OF 16.80 FEET; THENCE RUN $N00^{\circ}01'11''$ W FOR A DISTANCE OF 5.00 FEET; THENCE RUN $S89^{\circ}57'40''$ W FOR A DISTANCE OF 0.60 FEET; THENCE RUN $N00^{\circ}01'11''$ E FOR A DISTANCE OF 22.90 FEET; THENCE RUN $N89^{\circ}58'49''$ E FOR A DISTANCE OF 94.41 FEET; THENCE RUN $500^{\circ}01'11''$ E FOR A DISTANCE OF 38.15 FEET; THENCE RUN $S89^{\circ}58'49''$ W FOR A DISTANCE OF 33.30 FEET; THENCE RUN $N00^{\circ}01'11''$ W FOR A DISTANCE OF 11.75 FEET; THENCE RUN $S89^{\circ}58'49''$ W FOR A DISTANCE OF 13.25 FEET; THENCE RUN $500^{\circ}01'11''$ E FOR A DISTANCE OF 11.25 FEET; THENCE RUN $S89^{\circ}58'49''$ W FOR A DISTANCE OF 14.45 FEET; THENCE RUN $500^{\circ}01'11''$ E FOR A DISTANCE OF 0.50 FEET; THENCE RUN $S89^{\circ}58'49''$ W FOR A DISTANCE OF 34.01 FEET; THENCE RUN $N00^{\circ}01'11''$ W FOR A DISTANCE OF 10.25 FEET; TO THE POINT OF TERMINATION #3.

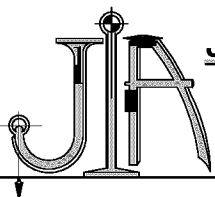
CONTAINING 1,521 SQUARE FEET MORE OR LESS.

DRAWN BY: DA

DATE : 11/29/2021

SURVEY NO: 19-000521-25

SHEET: 2 OF 6



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers

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3725 DEL PRADO BLVD. S.
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CAPE CORAL, FL 33904
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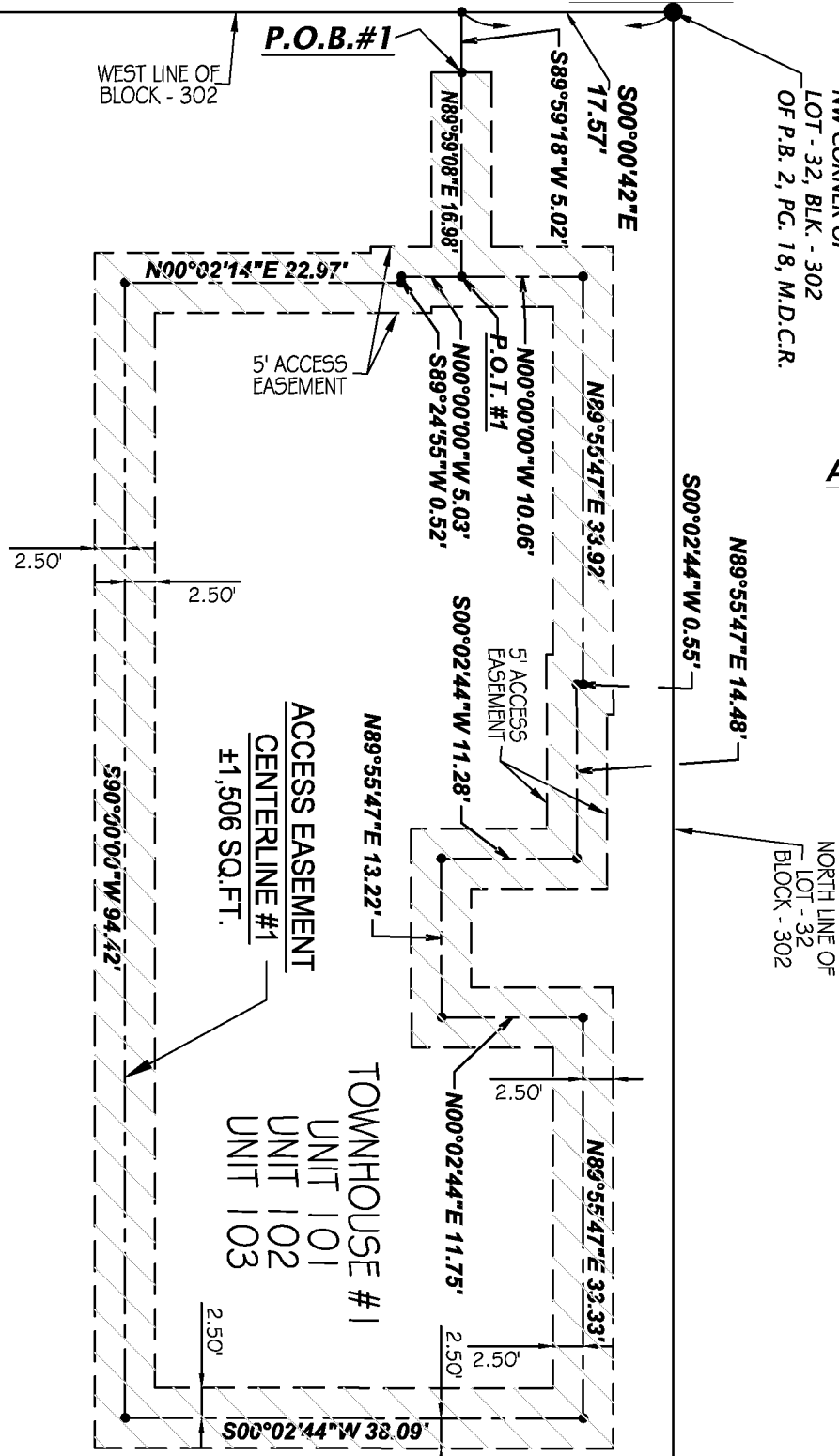
L.B.# 7806

SEAL

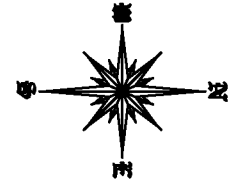
SKETCH AND LEGAL DESCRIPTION

LYING IN SECTION 2, TOWNSHIP 50 SOUTH, RANGE 42 EAST
THIS IS NOT A BOUNDARY SURVEY
EXHIBIT "D-1"

THIS SHEET IS NOT
VALID WITHOUT ALL
RELATED SHEETS

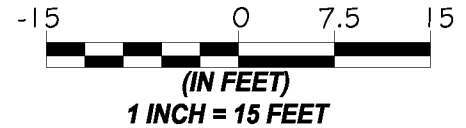


P.O.C.
NW CORNER OF
LOT - 32, BLK. - 302
OF P.B. 2, P.C. 18, M.D.C.R.



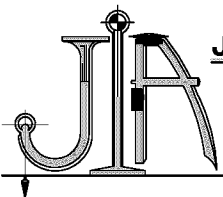
**ACCESS EASEMENT CENTERLINE #1
DETAIL**

GRAPHIC SCALE



NORTH LINE OF
LOT - 32
BLOCK - 302

DRAWN BY:	DA
DATE :	11/30/2021
SCALE:	1" = 15'
SURVEY NO:	19-000521-25
SHEET:	4 OF 6



JOHN IBARRA & ASSOCIATES, INC.
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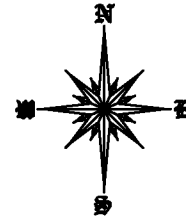
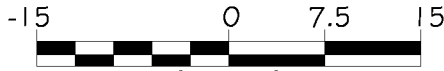
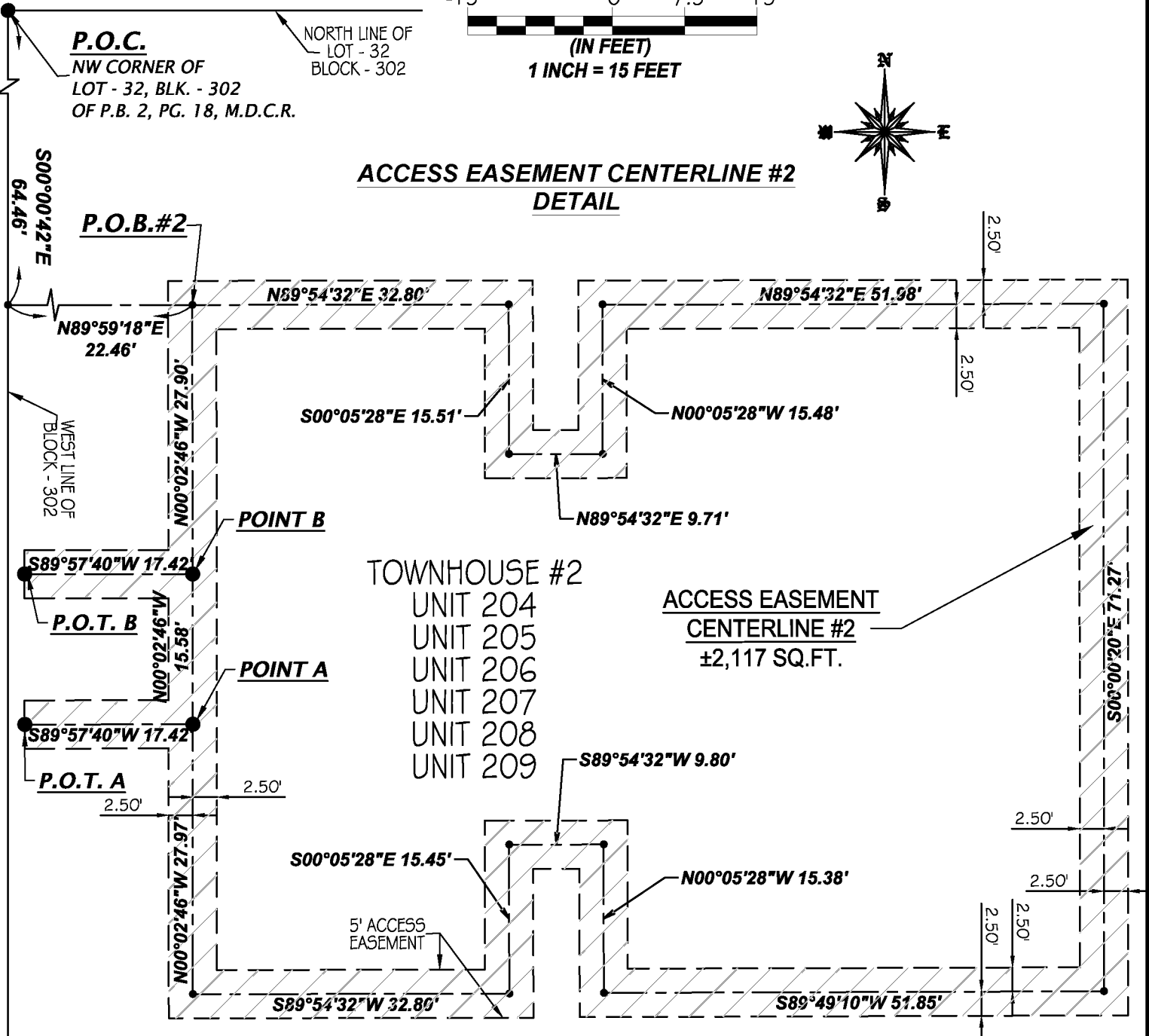
L.B.# 7806

SEAL

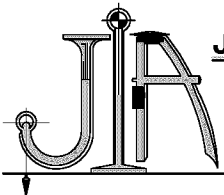
SKETCH AND LEGAL DESCRIPTION

LYING IN SECTION 2, TOWNSHIP 50 SOUTH, RANGE 42 EAST
THIS IS NOT A BOUNDARY SURVEY
EXHIBIT "D-1"

**THIS SHEET IS NOT
VALID WITHOUT ALL
RELATED SHEETS**

GRAPHIC SCALE**ACCESS EASEMENT CENTERLINE #2
DETAIL**

DRAWN BY:	DA
DATE :	11/30/2021
SCALE:	1" = 15'
SURVEY NO:	19-000521-25
SHEET:	5 OF 6



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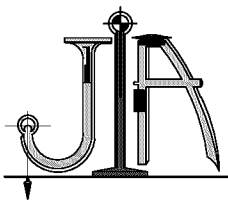
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L.B.# 7806

SEAL

SEAL

Exhibit “E”



JOHN IBARRA & ASSOCIATES, INC.

Professional Land Surveyors & Mappers

WWW.IBARRALANDSURVEYORS.COM
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX : (305) 262-0401

3725 DEL PRADO BLVD SOUTH
SUITE NO. B
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664



HOLIDAY PARK TOWNHOUSES
700-708 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

SKETCH AND LEGAL DESCRIPTION UNIT #101

GRAPHIC SCALE



(IN FEET)

1 INCH = 15 FEET

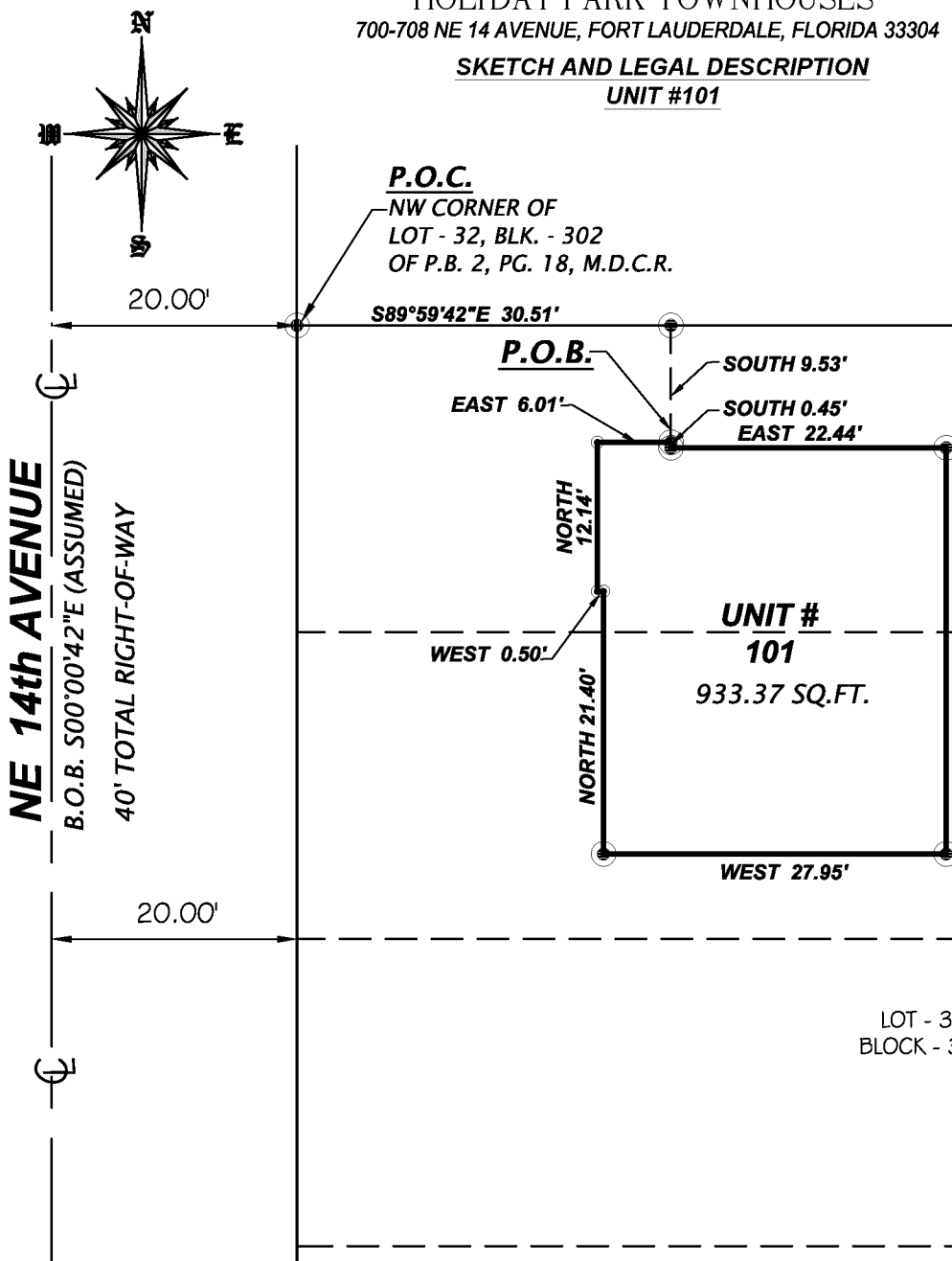
LOT - 33
BLOCK - 302

LOT - 32
BLOCK - 302

PROGRESSO
(P.B. 2, PG. 18, M.D.C.R.)

LOT - 31
BLOCK - 302

LOT - 30
BLOCK - 302



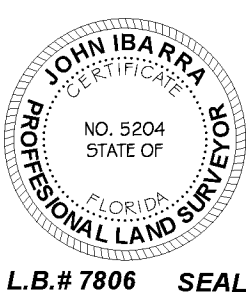
LEGAL DESCRIPTION:

UNIT #101:

A PORTION OF LOTS 31 AND 32, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32; THENCE RUN S89°59'42"E, ALONG THE NORTHERLY LINE OF SAID LOT 32, FOR A DISTANCE OF 30.51 FEET; THENCE RUN SOUTH, FOR A DISTANCE OF 9.53 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH FOR A DISTANCE OF 0.45 FEET; THENCE RUN EAST FOR A DISTANCE OF 22.44 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 33.09 FEET; THENCE RUN WEST FOR A DISTANCE OF 27.95 FEET; THENCE RUN NORTH FOR A DISTANCE OF 21.40 FEET; THENCE RUN WEST FOR A DISTANCE OF 0.50 FEET; THENCE RUN NORTH FOR A DISTANCE OF 12.14 FEET; THENCE RUN EAST FOR A DISTANCE OF 6.01 FEET, TO THE POINT OF BEGINNING.

CONTAINING 933.37 SQUARE FEET MORE OR LESS.



SURVEYOR'S NOTE:

1. COMMON ELEMENTS MEANS THE PORTION OF THE PROPERTY NOT INCLUDED IN THE UNIT.
2. LIMITED COMMON ELEMENTS SHALL MEAN SUCH PORTION(S) OF THE COMMON ELEMENTS WHICH ARE INTENDED FOR THE EXCLUSIVE USE (SUBJECT TO RIGHTS, IF ANY, OF THE ASSOCIATION) OF THE OWNERS OF SPECIFIC UNITS, TO THE EXCLUSION OF OTHERS.

LEGEND:

- C.E. = COMMON ELEMENTS
- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = — — — — —

DRAWN BY:

DA

SCALE:

1"=15'

FIELD DATE:

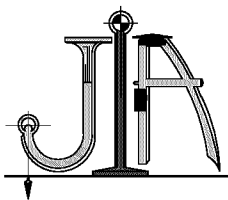
05/18/2021

SURVEY NO:

19-000521-21

SHEET:

7 OF 41



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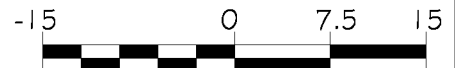


HOLIDAY PARK TOWNHOUSES
700-708 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

SKETCH AND LEGAL DESCRIPTION

UNIT #102

GRAPHIC SCALE



(IN FEET)

1 INCH = 15 FEET

LOT - 33
BLOCK - 302

P.O.C.
NW CORNER OF
LOT - 32, BLK. - 302
OF P.B. 2, PG. 18, M.D.C.R.

20.00'
S89°59'42"E 52.95'

P.O.B.

SOUTH 9.97'

EAST 0.51'

SOUTH 0.46'

EAST 14.32'

SOUTH
11.26'

EAST 18.67'

UNIT #102
882.67 SQ.FT.

NORTH 33.09'

SOUTH 21.37'

WEST 33.49'

LOT - 32
BLOCK - 302

PROGRESSO
(P.B. 2, PG. 18, M.D.C.R.)

LOT - 31
BLOCK - 302

LOT - 30
BLOCK - 302

NE 14th AVENUE
B.O.B. 500'00"42"E (ASSUMED)

40' TOTAL RIGHT-OF-WAY

20.00'

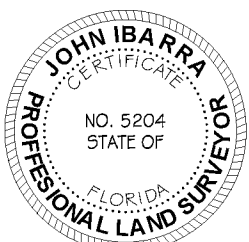
LEGAL DESCRIPTION:

UNIT #102:

A PORTION OF LOTS 31 AND 32, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32; THENCE RUN S89°59'42"E, ALONG THE NORTHERLY LINE OF SAID LOT 32, FOR A DISTANCE OF 52.95 FEET; THENCE RUN SOUTH, FOR A DISTANCE OF 9.97 FEET, TO THE POINT OF BEGINNING; THENCE RUN EAST FOR A DISTANCE OF 0.51 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 0.46 FEET; THENCE RUN EAST FOR A DISTANCE OF 14.32 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 11.26 FEET; THENCE RUN EAST FOR A DISTANCE OF 18.67 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 21.37 FEET; THENCE RUN WEST FOR A DISTANCE OF 33.49 FEET; THENCE RUN NORTH FOR A DISTANCE OF 33.09 FEET, TO THE POINT OF BEGINNING.

CONTAINING 882.67 SQUARE FEET MORE OR LESS.



L.B.# 7806 SEAL

SURVEYOR'S NOTE:

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2. LIMITED COMMON ELEMENTS SHALL MEAN SUCH PORTION(S) OF THE COMMON ELEMENTS WHICH ARE INTENDED FOR THE EXCLUSIVE USE (SUBJECT TO RIGHTS, IF ANY, OF THE ASSOCIATION) OF THE OWNERS OF SPECIFIC UNITS, TO THE EXCLUSION OF OTHERS.

LEGEND:

- C.E. = COMMON ELEMENTS
- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = — — — — —

DRAWN BY:

DA

SCALE:

1"=15'

FIELD DATE:

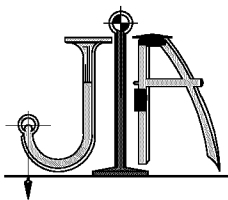
05/18/2021

SURVEY NO:

19-000521-21

SHEET:

8 OF 41



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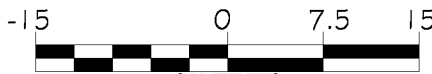
HOLIDAY PARK TOWNHOUSES

700-708 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

SKETCH AND LEGAL DESCRIPTION

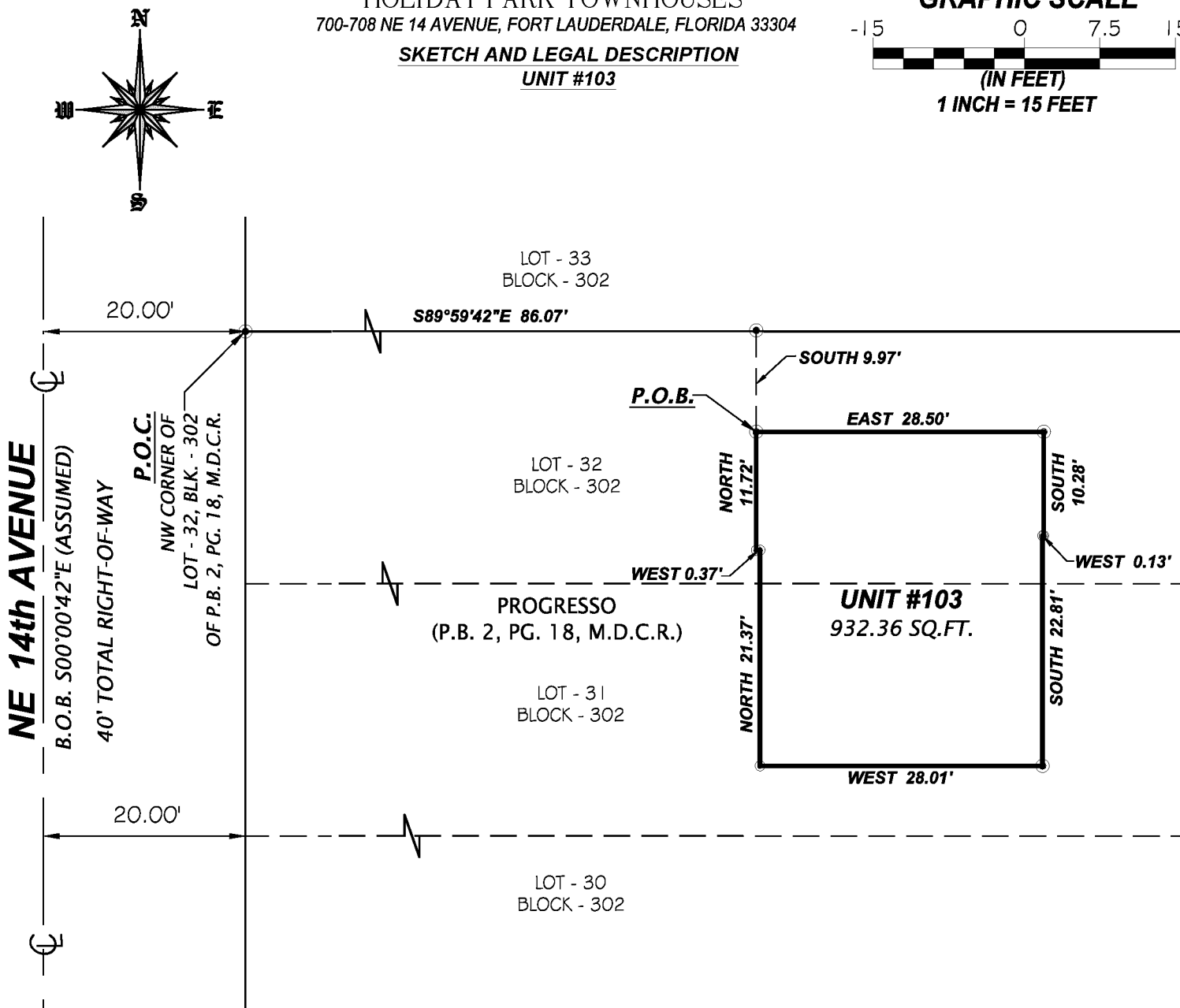
UNIT #103

GRAPHIC SCALE



(IN FEET)

1 INCH = 15 FEET



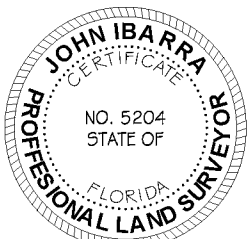
LEGAL DESCRIPTION:

UNIT #103:

A PORTION OF LOTS 31 AND 32, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32; THENCE RUN S89°59'42"E, ALONG THE NORTHERLY LINE OF SAID LOT 32, FOR A DISTANCE OF 86.07 FEET; THENCE RUN SOUTH, FOR A DISTANCE OF 9.97 FEET, TO THE POINT OF BEGINNING; THENCE RUN EAST FOR A DISTANCE OF 28.50 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 10.28 FEET; THENCE RUN WEST FOR A DISTANCE OF 0.13 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 22.81 FEET; THENCE RUN WEST FOR A DISTANCE OF 28.01 FEET; THENCE RUN NORTH FOR A DISTANCE OF 21.37 FEET; THENCE RUN WEST FOR A DISTANCE OF 0.37 FEET; THENCE RUN NORTH FOR A DISTANCE OF 11.72 FEET, TO THE POINT OF BEGINNING.

CONTAINING 932.36 SQUARE FEET MORE OR LESS.



L.B.# 7806 SEAL

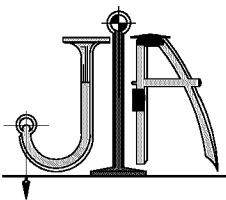
SURVEYOR'S NOTE:

1. COMMON ELEMENTS MEANS THE PORTION OF THE PROPERTY NOT INCLUDED IN THE UNIT.
2. LIMITED COMMON ELEMENTS SHALL MEAN SUCH PORTION(S) OF THE COMMON ELEMENTS WHICH ARE INTENDED FOR THE EXCLUSIVE USE (SUBJECT TO RIGHTS, IF ANY, OF THE ASSOCIATION) OF THE OWNERS OF SPECIFIC UNITS, TO THE EXCLUSION OF OTHERS.

LEGEND:

- C.E. = COMMON ELEMENTS
- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = - - - - -

DRAWN BY:	DA
SCALE:	1"=15'
FIELD DATE:	05/18/2021
SURVEY NO:	19-000521-21
SHEET:	9 OF 41



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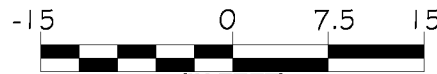
HOLIDAY PARK TOWNHOUSES

700-708 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

SKETCH AND LEGAL DESCRIPTION

UNIT #204

GRAPHIC SCALE



(IN FEET)

1 INCH = 15 FEET

PROGRESSO
(P.B. 2, PG. 18, M.D.C.R.)

LOT - 31
BLOCK - 302

LOT - 30
BLOCK - 302

PROGRESSO
(P.B. 2, PG. 18, M.D.C.R.)

LOT - 29
BLOCK - 302

LOT - 28
BLOCK - 302

NE 14th AVENUE

B.O.B. S00°00'42"E (ASSUMED)

40' TOTAL RIGHT-OF-WAY

20.00'

20.00'

P.O.C.

NW CORNER OF
LOT - 30, BLK. - 302
OF P.B. 2, PG. 18, M.D.C.R.

S89°59'42"E 24.80'

SOUTH 17.33'

P.O.B.

N89°49'03"E 27.77'

N00°10'57"W 33.04'

UNIT #204

910.77 SQ.FT.

S00°10'57"E 15.44'

S89°49'03"W 0.37'

S00°10'57"E 17.60'

S89°49'03"W 27.40'

LEGAL DESCRIPTION:

UNIT #204:

A PORTION OF LOTS 28, 29 AND 30, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 30; THENCE RUN S89°59'42"E, ALONG THE NORTHERLY LINE OF SAID LOT 30, FOR A DISTANCE OF 24.80 FEET; THENCE RUN SOUTH, FOR A DISTANCE OF 17.33 FEET, TO THE POINT OF BEGINNING; THENCE RUN N89°49'03"E FOR A DISTANCE OF 27.77 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 15.44 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 0.37 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 17.60 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 27.40 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 33.04 FEET, TO THE POINT OF BEGINNING.

CONTAINING 910.77 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTE:

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LEGEND:

- C.E. = COMMON ELEMENTS
- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = — — — — —

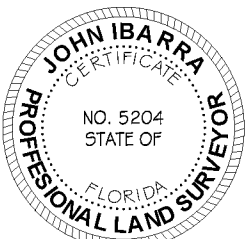
DRAWN BY: DA

SCALE: 1"=15'

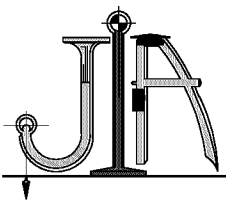
FIELD DATE: 05/18/2021

SURVEY NO: 19-000521-21

SHEET: 10 OF 41



L.B.# 7806 SEAL



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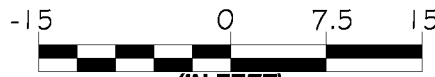
3725 DEL PRADO BLVD SOUTH
SUITE NO. B
CAPE CORAL, FL 33904
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FAX: (239) 540-2664



HOLIDAY PARK TOWNHOUSES
700-708 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

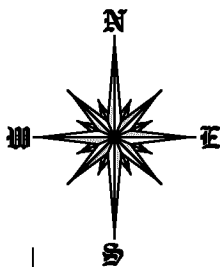
SKETCH AND LEGAL DESCRIPTION
UNIT #205

GRAPHIC SCALE

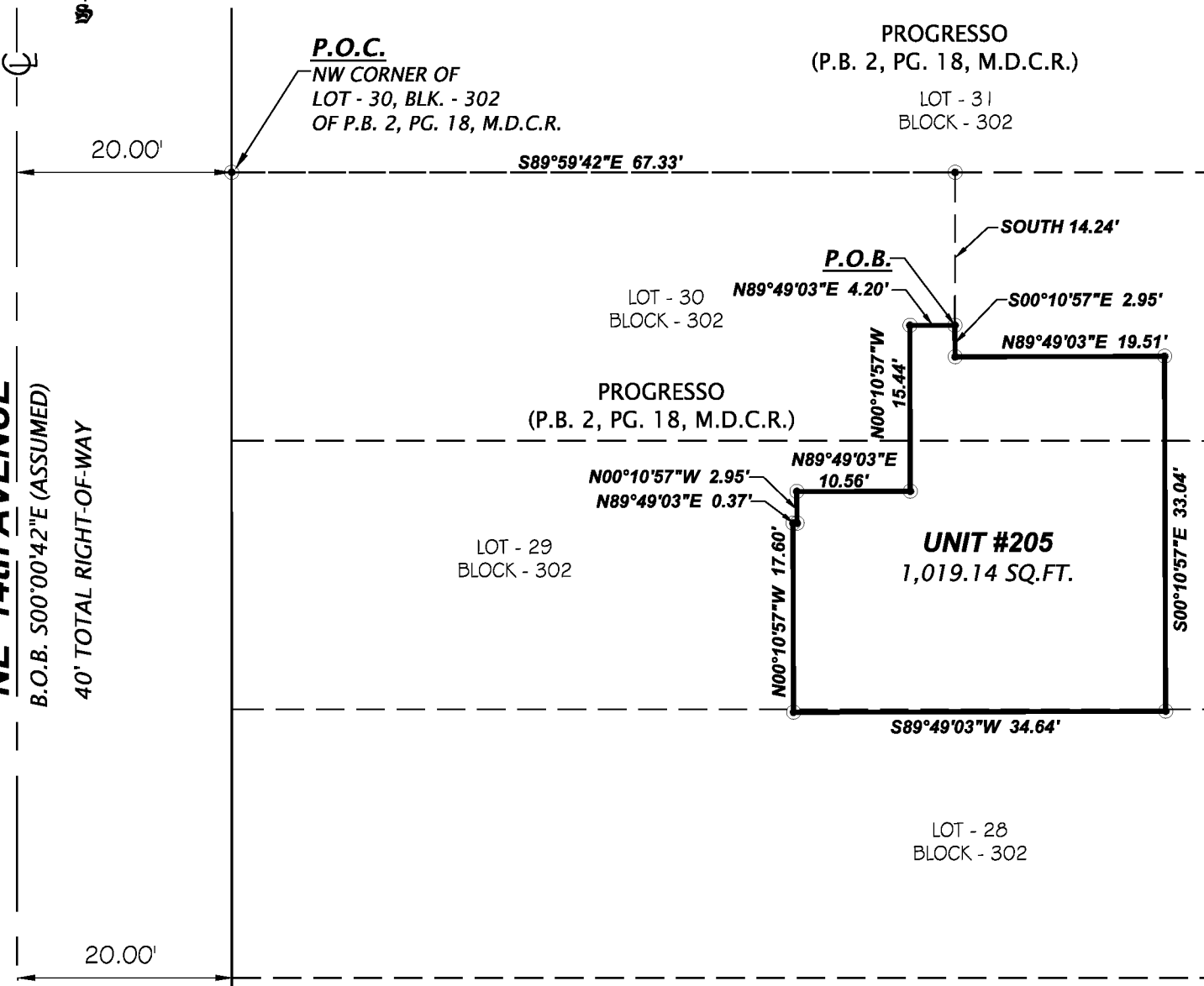


(IN FEET)

1 INCH = 15 FEET



NE 14th AVENUE
B.O.B. S00°00'42"E (ASSUMED)
40' TOTAL RIGHT-OF-WAY



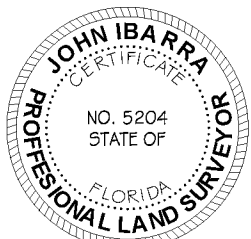
LEGAL DESCRIPTION:

UNIT #205:

A PORTION OF LOTS 28, 29 AND 30, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 30; THENCE RUN S89°59'42"E, ALONG THE NORTHERLY LINE OF SAID LOT 30, FOR A DISTANCE OF 67.33 FEET; THENCE RUN SOUTH, FOR A DISTANCE OF 14.24 FEET, TO THE POINT OF BEGINNING; THENCE RUN S00°10'57"E FOR A DISTANCE OF 2.95 FEET; THENCE RUN N89°49'03"E FOR A DISTANCE OF 19.51 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 33.04 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 34.64 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 17.60 FEET; THENCE RUN N89°49'03"E FOR A DISTANCE OF 0.37 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 2.95 FEET; THENCE RUN N89°49'03"E FOR A DISTANCE OF 10.56 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 15.44 FEET; THENCE RUN N89°49'03"E FOR A DISTANCE OF 4.20 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1,019.14 SQUARE FEET MORE OR LESS.



L.B.# 7806 SEAL

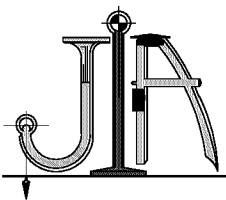
SURVEYOR'S NOTE:

1. COMMON ELEMENTS MEANS THE PORTION OF THE PROPERTY NOT INCLUDED IN THE UNIT.
2. LIMITED COMMON ELEMENTS SHALL MEAN SUCH PORTION(S) OF THE COMMON ELEMENTS WHICH ARE INTENDED FOR THE EXCLUSIVE USE (SUBJECT TO RIGHTS, IF ANY, OF THE ASSOCIATION) OF THE OWNERS OF SPECIFIC UNITS, TO THE EXCLUSION OF OTHERS.

LEGEND:

- C.E. = COMMON ELEMENTS
- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = — — — — —

DRAWN BY:	DA
SCALE:	1"=15'
FIELD DATE:	05/18/2021
SURVEY NO:	19-000521-21
SHEET:	11 OF 41



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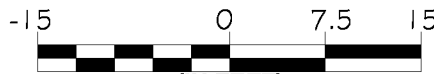
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HOLIDAY PARK TOWNHOUSES
700-708 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

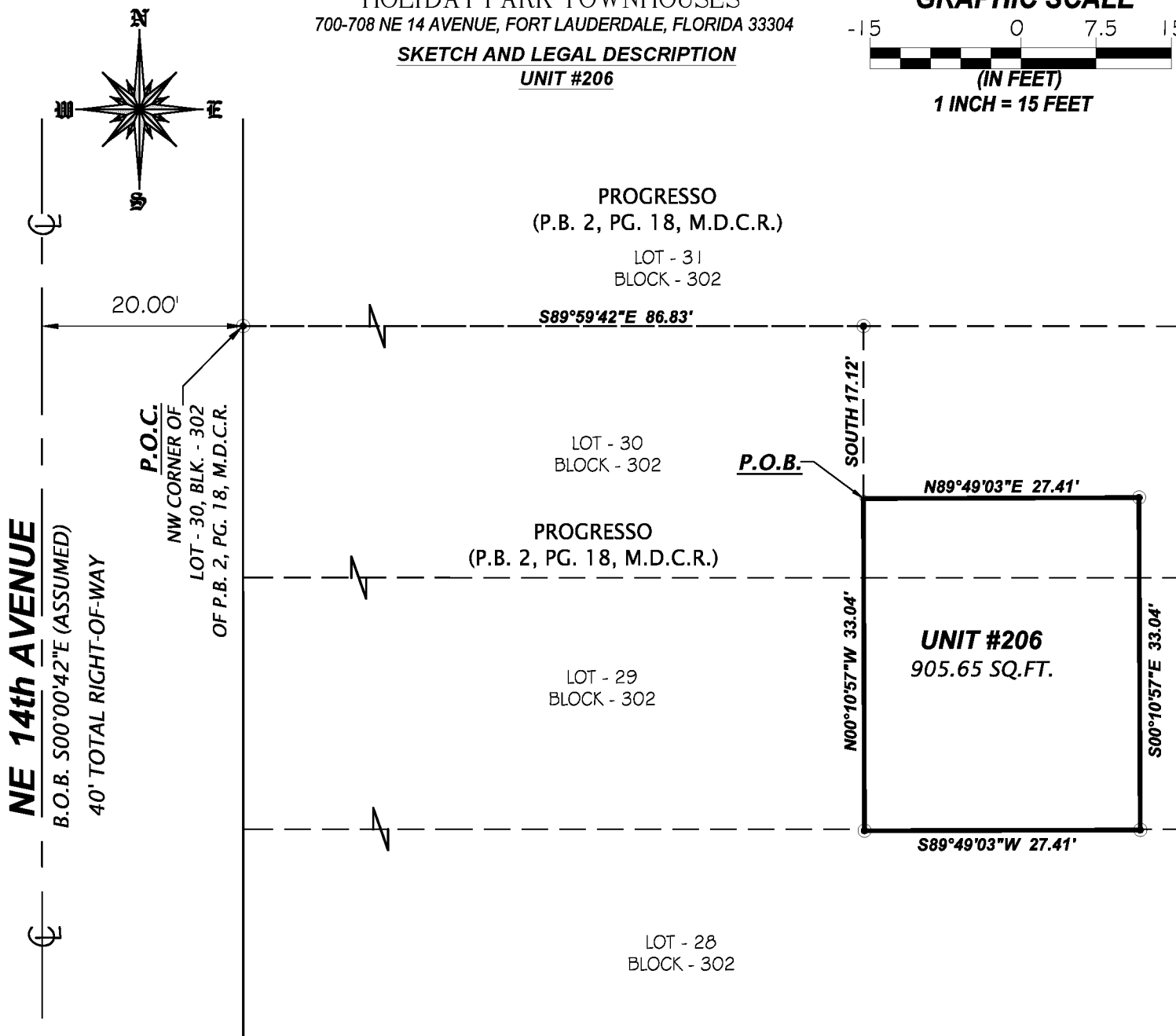
SKETCH AND LEGAL DESCRIPTION
UNIT #206

GRAPHIC SCALE



(IN FEET)

1 INCH = 15 FEET



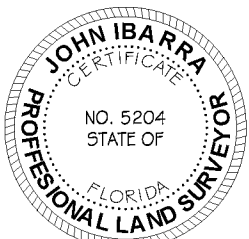
LEGAL DESCRIPTION:

UNIT #206:

A PORTION OF LOTS 28, 29 AND 30, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 30; THENCE RUN S89°59'42"E, ALONG THE NORTHERLY LINE OF SAID LOT 30, FOR A DISTANCE OF 86.83 FEET; THENCE RUN SOUTH, FOR A DISTANCE OF 17.12 FEET, TO THE POINT OF BEGINNING; THENCE RUN N89°49'03"E FOR A DISTANCE OF 27.41 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 33.04 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 27.41 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 33.04 FEET, TO THE POINT OF BEGINNING.

CONTAINING 905.65 SQUARE FEET MORE OR LESS.



L.B.# 7806 SEAL

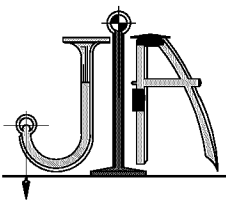
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LEGEND:

- C.E. = COMMON ELEMENTS
- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = — — — — —

DRAWN BY:	DA
SCALE:	1"=15'
FIELD DATE:	05/18/2021
SURVEY NO:	19-000521-21
SHEET:	12 OF 41



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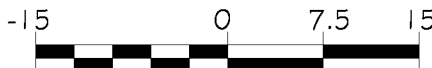


HOLIDAY PARK TOWNHOUSES
700-708 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

SKETCH AND LEGAL DESCRIPTION

UNIT #207

GRAPHIC SCALE



(IN FEET)

1 INCH = 15 FEET

LOT - 29
BLOCK - 302

LOT - 28
BLOCK - 302

PROGRESSO
(P.B. 2, PG. 18, M.D.C.R.)

LOT - 27
BLOCK - 302

LOT - 26
BLOCK - 302

NE 14th AVENUE
B.O.B. S00°00'42"E (ASSUMED)
40' TOTAL RIGHT-OF-WAY

20.00'

P.O.C.

NW CORNER OF
LOT - 28, BLK. - 302
OF P.B. 2, PG. 18, M.D.C.R.

S89°59'42"E 24.89'

N89°49'03"E 27.40'

SOUTH 0.36'

P.O.B.

N00°10'57"W 33.04'

UNIT #207
910.77 SQ.FT.

S00°10'57"E
17.60'

N89°49'03"E 0.37'

S00°10'57"E
15.44'

S89°49'03"W 27.77'

LEGAL DESCRIPTION:

UNIT #207:

A PORTION OF LOTS 27 AND 28, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 28; THENCE RUN S89°59'42"E, ALONG THE NORTHERLY LINE OF SAID LOT 28, FOR A DISTANCE OF 24.89 FEET; THENCE RUN SOUTH, FOR A DISTANCE OF 0.36 FEET, TO THE POINT OF BEGINNING; THENCE RUN N89°49'03"E FOR A DISTANCE OF 27.40 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 17.60 FEET; THENCE RUN N89°49'03"E FOR A DISTANCE OF 0.37 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 15.44 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 27.77 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 33.04 FEET, TO THE POINT OF BEGINNING.

CONTAINING 910.77 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTE:

1. COMMON ELEMENTS MEANS THE PORTION OF THE PROPERTY NOT INCLUDED IN THE UNIT.
2. LIMITED COMMON ELEMENTS SHALL MEAN SUCH PORTION(S) OF THE COMMON ELEMENTS WHICH ARE INTENDED FOR THE EXCLUSIVE USE (SUBJECT TO RIGHTS, IF ANY, OF THE ASSOCIATION) OF THE OWNERS OF SPECIFIC UNITS, TO THE EXCLUSION OF OTHERS.

LEGEND:

- C.E. = COMMON ELEMENTS
 L.C.E. = LIMITED COMMON ELEMENTS
 UNIT LIMITS = — — — — —

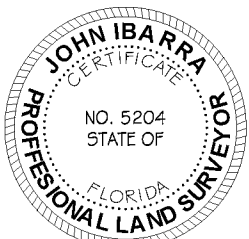
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SCALE: 1"=15'

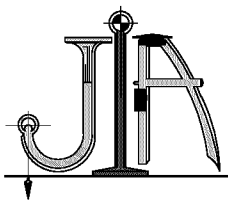
FIELD DATE: 05/18/2021

SURVEY NO: 19-000521-21

SHEET: 13 OF 41



L.B.# 7806 SEAL



JOHN IBARRA & ASSOCIATES, INC.

Professional Land Surveyors & Mappers

WWW.IBARRALANDSURVEYORS.COM
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

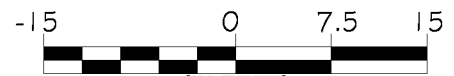
3725 DEL PRADO BLVD SOUTH
SUITE NO. B
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664



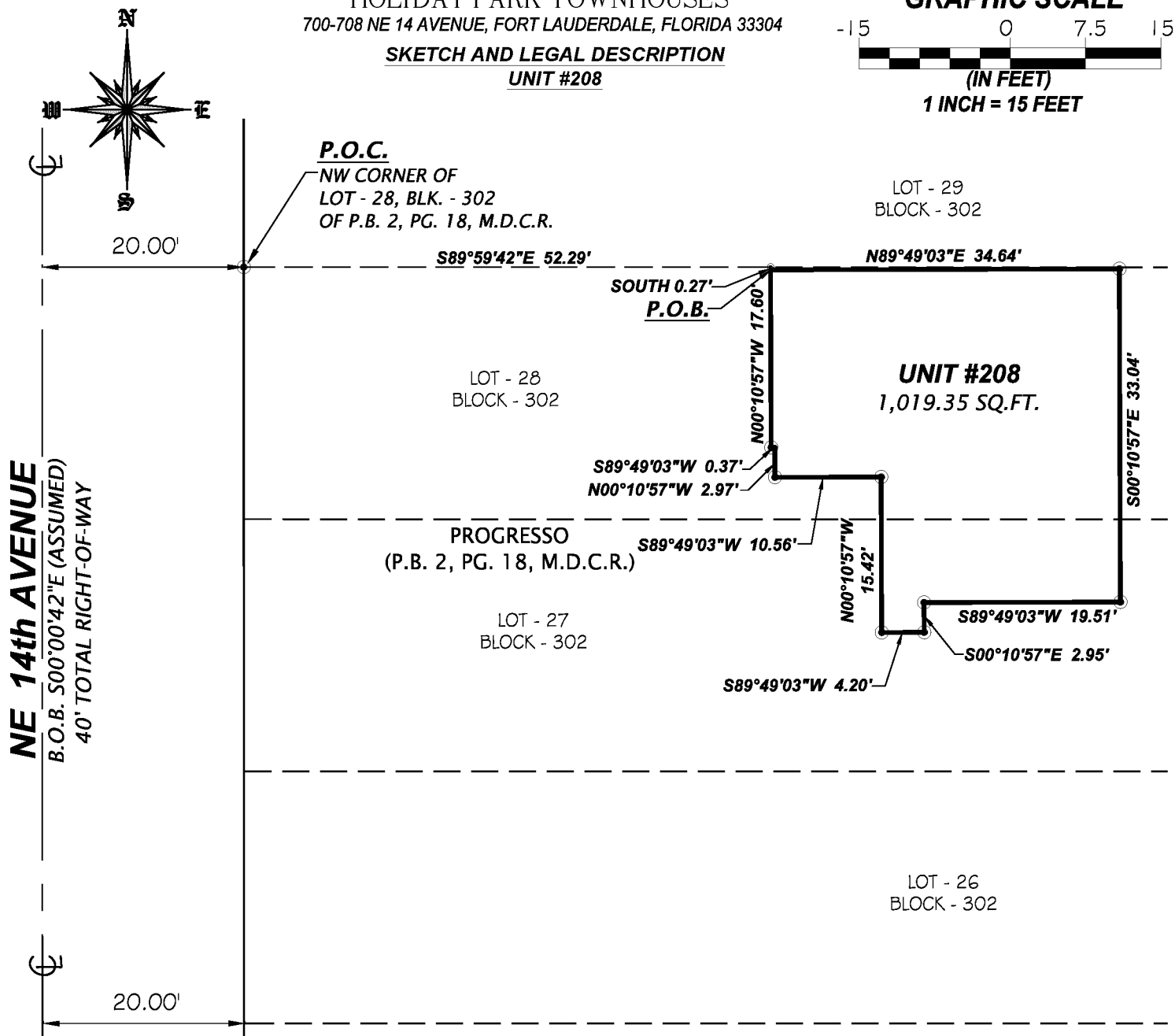
HOLIDAY PARK TOWNHOUSES
700-708 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

SKETCH AND LEGAL DESCRIPTION UNIT #208

GRAPHIC SCALE



(IN FEET)
1 INCH = 15 FEET



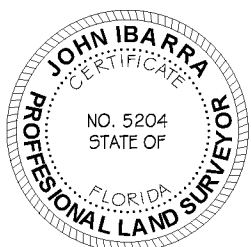
LEGAL DESCRIPTION:

UNIT #208:

A PORTION OF LOTS 27 AND 28, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 28; THENCE RUN S89°59'42"E, ALONG THE NORTHERLY LINE OF SAID LOT 28, FOR A DISTANCE OF 52.29 FEET; THENCE RUN SOUTH, FOR A DISTANCE OF 0.27 FEET, TO THE POINT OF BEGINNING; THENCE RUN N89°49'03"E FOR A DISTANCE OF 34.64 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 33.04 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 19.51 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 2.95 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 4.20 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 15.42 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 10.56 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 2.97 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 0.37 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 17.60 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1,019.35 SQUARE FEET MORE OR LESS.



L.B.# 7806 SEAL

SURVEYOR'S NOTE:

1. COMMON ELEMENTS MEANS THE PORTION OF THE PROPERTY NOT INCLUDED IN THE UNIT.
2. LIMITED COMMON ELEMENTS SHALL MEAN SUCH PORTION(S) OF THE COMMON ELEMENTS WHICH ARE INTENDED FOR THE EXCLUSIVE USE (SUBJECT TO RIGHTS, IF ANY, OF THE ASSOCIATION) OF THE OWNERS OF SPECIFIC UNITS, TO THE EXCLUSION OF OTHERS.

LEGEND:

- C.E. = COMMON ELEMENTS
- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = — — — — —

DRAWN BY:

DA

SCALE:

1"=15'

FIELD DATE:

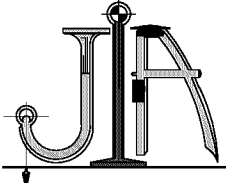
05/18/2021

SURVEY NO:

19-000521-21


SHEET:

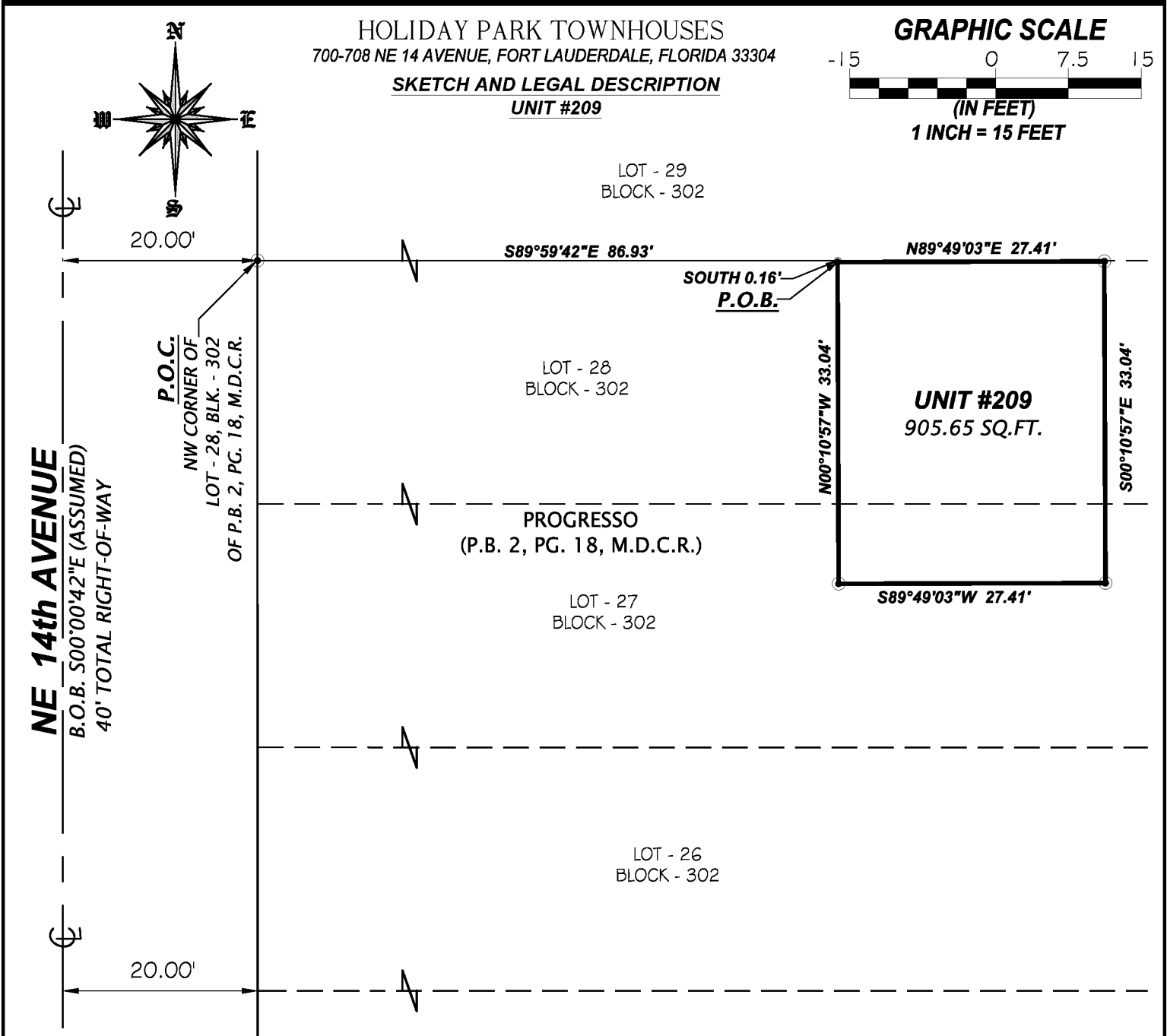
14 OF 41



JOHN IBARRA & ASSOCIATES, INC.
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3725 DEL PRADO BLVD SOUTH
SUITE NO. B
CAPE CORAL, FL 33904
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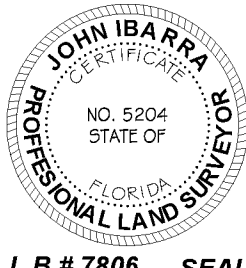
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
UNIT #209:

A PORTION OF LOTS 27 AND 28, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

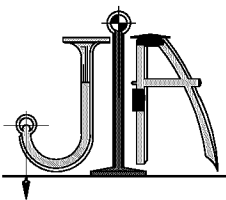
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 28; THENCE RUN S89°59'42"E, ALONG THE NORTHERLY LINE OF SAID LOT 28, FOR A DISTANCE OF 86.93 FEET; THENCE RUN SOUTH, FOR A DISTANCE OF 0.16 FEET, TO THE POINT OF BEGINNING; THENCE RUN N89°49'03"E FOR A DISTANCE OF 27.41 FEET; THENCE RUN S00°10'57"E FOR A DISTANCE OF 33.04 FEET; THENCE RUN S89°49'03"W FOR A DISTANCE OF 27.41 FEET; THENCE RUN N00°10'57"W FOR A DISTANCE OF 33.04 FEET, TO THE POINT OF BEGINNING.

CONTAINING 905.65 SQUARE FEET MORE OR LESS.



SURVEYOR'S NOTE:
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2. LIMITED COMMON ELEMENTS SHALL MEAN SUCH PORTION(S) OF THE COMMON ELEMENTS WHICH ARE INTENDED FOR THE EXCLUSIVE USE (SUBJECT TO RIGHTS, IF ANY, OF THE ASSOCIATION) OF THE OWNERS OF SPECIFIC UNITS, TO THE EXCLUSION OF OTHERS.
LEGEND:
 C.E. = COMMON ELEMENTS
 L.C.E. = LIMITED COMMON ELEMENTS
 UNIT LIMITS = — — — — —

DRAWN BY:	DA
SCALE:	1"=15'
FIELD DATE:	05/18/2021
SURVEY NO:	19-000521-21
SHEET:	15 OF 41

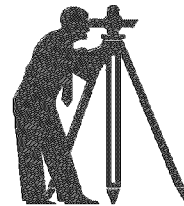


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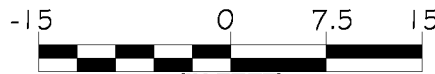
3725 DEL PRADO BLVD SOUTH
SUITE NO. B
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664



HOLIDAY PARK TOWNHOUSES
700-708 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

SKETCH AND LEGAL DESCRIPTION
UNIT #310

GRAPHIC SCALE



(IN FEET)

1 INCH = 15 FEET

LOT - 27
BLOCK - 302

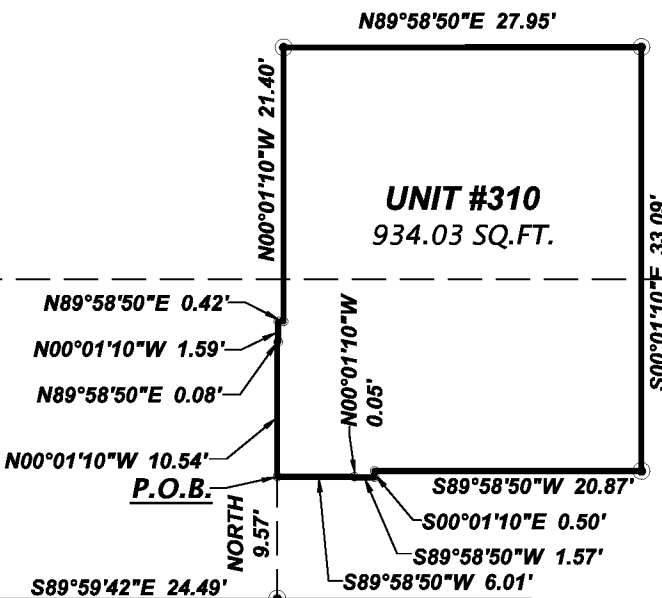
LOT - 26
BLOCK - 302

PROGRESSO
(P.B. 2, PG. 18, M.D.C.R.)

LOT - 25
BLOCK - 302

NE 14th AVENUE
B.O.B. S00°00'42"E (ASSUMED)
40' TOTAL RIGHT-OF-WAY

P.O.C.
SW CORNER OF
LOT - 25, BLK. - 302
OF P.B. 2, PG. 18, M.D.C.R.



NE 7th STREET
(STREET CLOSED)

PROGRESS HAMMOCK
MEMORIAL GREENWAY

40' TOTAL RIGHT-OF-WAY

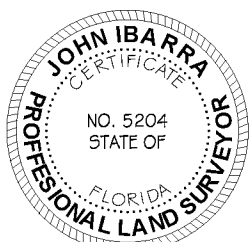
LEGAL DESCRIPTION:

UNIT #310:

A PORTION OF LOTS 25 AND 26, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 25; THENCE RUN S89°59'42"E, ALONG THE SOUTHERLY LINE OF SAID LOT 25, FOR A DISTANCE OF 24.49 FEET; THENCE RUN NORTH, FOR A DISTANCE OF 9.57 FEET, TO THE POINT OF BEGINNING; THENCE RUN N00°01'10"W FOR A DISTANCE OF 10.54 FEET; THENCE RUN N89°58'50"E FOR A DISTANCE OF 0.08 FEET; THENCE RUN N00°01'10"W FOR A DISTANCE OF 1.59 FEET; THENCE RUN N89°58'50"E FOR A DISTANCE OF 0.42 FEET; THENCE RUN N00°01'10"W FOR A DISTANCE OF 21.40 FEET; THENCE RUN N89°58'50"E FOR A DISTANCE OF 27.95 FEET; THENCE RUN S00°01'10"E FOR A DISTANCE OF 33.09 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 20.87 FEET; THENCE RUN S00°01'10"E FOR A DISTANCE OF 0.50 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 1.57 FEET; THENCE RUN N00°01'10"W FOR A DISTANCE OF 0.05 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 6.01 FEET, TO THE POINT OF BEGINNING.

CONTAINING 934.03 SQUARE FEET MORE OR LESS.



L.B.# 7806 SEAL

SURVEYOR'S NOTE:

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LEGEND:

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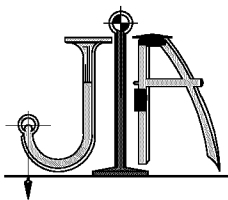
DRAWN BY: DA

SCALE: 1"=15'

FIELD DATE: 05/18/2021

SURVEY NO: 19-000521-21

SHEET: 16 OF 41



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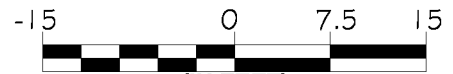
3725 DEL PRADO BLVD SOUTH
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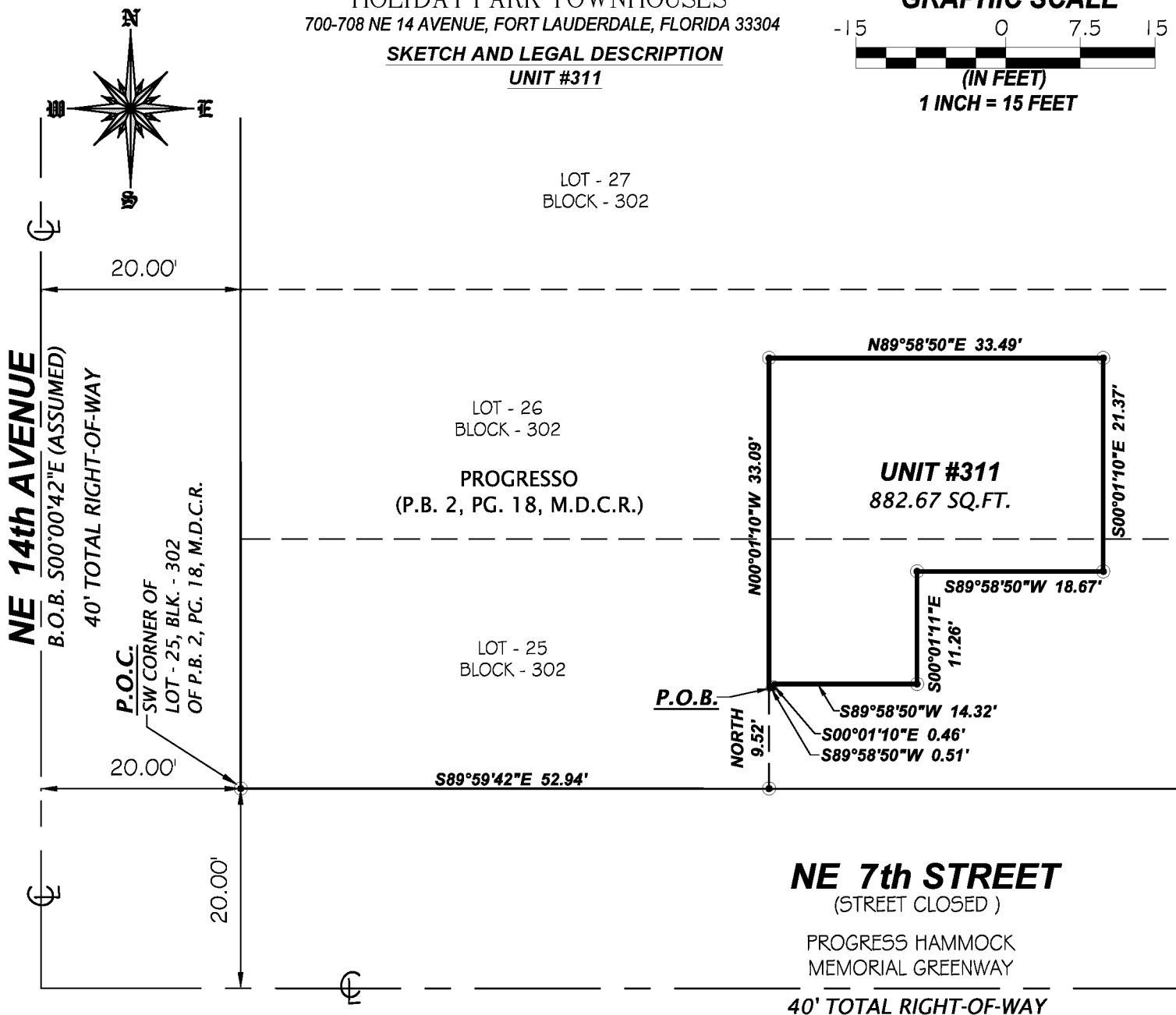
HOLIDAY PARK TOWNHOUSES
700-708 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

SKETCH AND LEGAL DESCRIPTION UNIT #311

GRAPHIC SCALE



(IN FEET)
1 INCH = 15 FEET



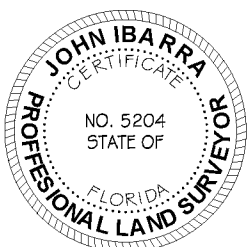
LEGAL DESCRIPTION:

UNIT #311:

A PORTION OF LOTS 25 AND 26, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 25; THENCE RUN S89°59'42"E, ALONG THE SOUTHERLY LINE OF SAID LOT 25, FOR A DISTANCE OF 52.94 FEET; THENCE RUN NORTH, FOR A DISTANCE OF 9.52 FEET, TO THE POINT OF BEGINNING; THENCE RUN N00°01'10"W FOR A DISTANCE OF 33.09 FEET; THENCE RUN N89°58'50"E FOR A DISTANCE OF 33.49 FEET; THENCE RUN S00°01'10"E FOR A DISTANCE OF 21.37 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 18.67 FEET; THENCE RUN S00°01'11"E FOR A DISTANCE OF 11.26 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 14.32 FEET; THENCE RUN S00°01'10"E FOR A DISTANCE OF 0.46 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 0.51 FEET, TO THE POINT OF BEGINNING.

CONTAINING 882.67 SQUARE FEET MORE OR LESS.



L.B.# 7806 SEAL

SURVEYOR'S NOTE:

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LEGEND:

- C.E. = COMMON ELEMENTS
- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = — — — — —

DRAWN BY:

DA

SCALE:

1"=15'

FIELD DATE:

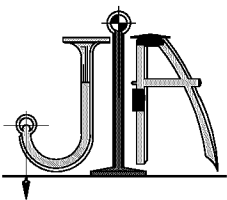
05/18/2021

SURVEY NO:

19-000521-21

SHEET:

17 OF 41



JOHN IBARRA & ASSOCIATES, INC.

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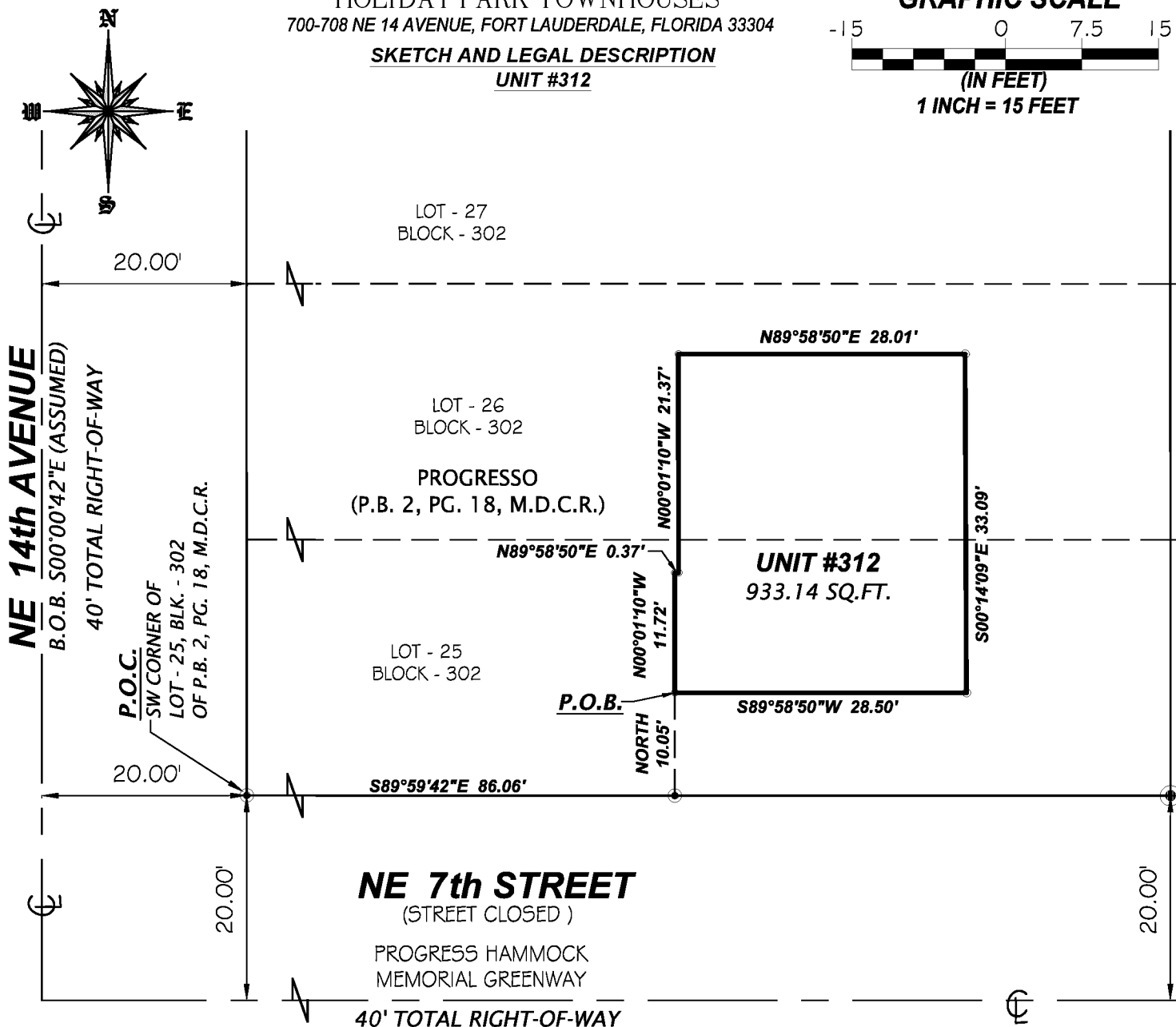
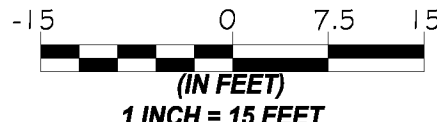
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HOLIDAY PARK TOWNHOUSES
700-708 NE 14 AVENUE, FORT LAUDERDALE, FLORIDA 33304

SKETCH AND LEGAL DESCRIPTION
UNIT #312

GRAPHIC SCALE



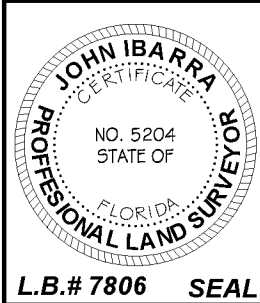
LEGAL DESCRIPTION:

UNIT #312:

A PORTION OF LOTS 25 AND 26, BLOCK 302, PROGRESSO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LANDS SITUATE, LYING IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 25; THENCE RUN S89°59'42"E, ALONG THE SOUTHERLY LINE OF SAID LOT 25, FOR A DISTANCE OF 86.06 FEET; THENCE RUN NORTH, FOR A DISTANCE OF 10.05 FEET, TO THE POINT OF BEGINNING; THENCE RUN N00°01'10"W FOR A DISTANCE OF 11.72 FEET; THENCE RUN N89°58'50"E FOR A DISTANCE OF 0.37 FEET; THENCE RUN N00°01'10"W FOR A DISTANCE OF 21.37 FEET; THENCE RUN N89°58'50"E FOR A DISTANCE OF 28.01 FEET; THENCE RUN S00°14'09"E FOR A DISTANCE OF 33.09 FEET; THENCE RUN S89°58'50"W FOR A DISTANCE OF 28.50 FEET, TO THE POINT OF BEGINNING.

CONTAINING 933.14 SQUARE FEET MORE OR LESS.



SURVEYOR'S NOTE:

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LEGEND:

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- L.C.E. = LIMITED COMMON ELEMENTS
- UNIT LIMITS = — — — — —

DRAWN BY:	DA
SCALE:	1"=15'
FIELD DATE:	05/18/2021
SURVEY NO:	19-000521-21
SHEET:	18 OF 41