

4837	1 bedroom, 1 bathroom	\$125.11
4839	1 bedroom, 1 bathroom	\$125.11
4841	1 bedroom, 1 bathroom	\$125.11
4843	1 bedroom, 1 bathroom	\$125.11

Building H

4845	1 bedroom, 1 bathroom	\$125.11
4847	1 bedroom, 1 bathroom	\$125.11
4849	1 bedroom, 1 bathroom	\$125.11
4851	1 bedroom, 1 bathroom	\$125.11
4853	1 bedroom, 1 bathroom	\$125.11
4855	1 bedroom, 1 bathroom	\$125.11
4857	1 bedroom, 1 bathroom	\$125.11
4859	1 bedroom, 1 bathroom	\$125.11
4861	1 bedroom, 1 bathroom	\$125.11
4863	1 bedroom, 1 bathroom	\$125.11
4865	1 bedroom, 1 bathroom	\$125.11
4867	1 bedroom, 1 bathroom	\$125.11
4869	1 bedroom, 1 bathroom	\$125.11
4871	1 bedroom, 1 bathroom	\$125.11

Building J

833	2 bedrooms, 1.5 bathrooms	\$159.45
835	2 bedrooms, 1.5 bathrooms	\$159.45
837	2 bedrooms, 1.5 bathrooms	\$159.45
839	2 bedrooms, 1.5 bathrooms	\$159.45
841	2 bedrooms, 1.5 bathrooms	\$159.45
843	2 bedrooms, 1.5 bathrooms	\$159.45
845	2 bedrooms, 1.5 bathrooms	\$159.45
847	2 bedrooms, 1.5 bathrooms	\$159.45
849	2 bedrooms, 1.5 bathrooms	\$159.45
851	2 bedrooms, 1.5 bathrooms	\$159.45
853	2 bedrooms, 1.5 bathrooms	\$159.45
855	2 bedrooms, 1.5 bathrooms	\$159.45
857	2 bedrooms, 1.5 bathrooms	\$159.45
859	2 bedrooms, 1.5 bathrooms	\$159.45

Building K

4753	1 bedroom, 1 bathroom	\$125.11
4755	1 bedroom, 1 bathroom	\$125.11
4757	1 bedroom, 1 bathroom	\$125.11
4759	1 bedroom, 1 bathroom	\$125.11
4761	1 bedroom, 1 bathroom	\$125.11

Exhibit "7"



THE CONTINENTAL GROUP, Ltd.

PROPERLY SERVICES
Licensed Real Estate Broker

2950 N. 28th Terrace
Hollywood, Florida 33020
Phone: (954) 925-8200
Toll Free: 1(800) 927-4599
Fax: (954) 378-2298

CONDOMINIUM ASSOCIATION MANAGEMENT CONTRACT

THIS CONTRACT ("Contract") is made and entered into on this _____ day of _____, 200___, by and between **The Townhouses of Plantation Condominium Association, Inc.**, a Florida not-for-profit corporation ("Association"), and **The Continental Group, Inc.**, a Florida Corporation ("Manager").

W I T N E S S E T H

.....

A. The Association is the entity responsible for the operation of **The Townhouses of Plantation Condominium** ("Condominium"), located at **4790 Northwest 9th Court, Plantation**, in Broward County, established by the Declaration of Condominium thereof recorded in the Public Records of Broward County, Florida ("Declaration"), which Condominium consists of 181 units ("Units").

B. The Association desires to retain the Manager, and the Manager desires to be so retained, to manage the Condominium.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received by each party from the other, the receipt, adequacy and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. **EXCLUSIVE MANAGER.** The Association hereby retains and appoints the Manager, and the Manager hereby accepts such retainer and appointment, on the terms and conditions hereinafter set forth, as exclusive manager of the Association.

2. **TERM.** This Contract shall commence on the _____ day of _____, 200___, and shall continue for a term ending three (3) years thereafter, subject to termination by either party as provided in Paragraph 11 herein. The fees set forth in Schedule 1 of this Contract shall automatically increase by four percent (4%) at each anniversary date above the prior year. All of the other terms of the Contract shall remain the same unless both parties mutually agree in writing to a change thereof.

3. **MANAGER'S DUTIES.** During the term hereof, the Manager shall assist the Association in performing the following services as requested by the Association, when and if needed, or as otherwise specified herein, to assist the Association, and shall appoint at least one (1) employee to effectuate same:

3.1 In addition to those employees of Manager stipulated in Schedule 1 of this Contract, Manager shall employ and supervise such persons as needed (which person or persons may be employed on a part-time or full-time basis) or engage as independent contractors working on behalf of the Association such persons, firms or companies necessary to properly maintain and operate the Condominium, according to the Manager's reasonable judgment, the budget of the

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Association and the directives of the Board of Directors. The Association understands that all personnel so employed and any persons, firms or companies engaged as independent contractors shall be employed by the Manager as agents for the Association. Manager shall also assist the Association in coordinating the work of any independent contractors engaged by the Association with the day to day activities of the Association.

3.2 Provide the day-to-day bookkeeping services, as needed or monthly, necessary to pay the bills of the Association. This service shall include, but not be limited to, keeping all records of and performing all services in connection with the payment of bills, payrolls and such other items as may be provided for in the budget. Checks shall be executed by two designees of the Board of Directors of the Association ("Board of Directors") or, with the approval of the Board of Directors and Manager, by one designee of the Board of Directors and one designee of the Manager.

3.3 Collect all regular and special assessments levied by the Board of Directors, as needed or monthly, from the Association's members and other revenues, which may be due the Association. The Association hereby authorizes the Manager to request, demand, collect, receive and receipt for any and all assessments and charges which may be due the Association and to advise the Association's attorney to take such action in the name, and on behalf, of the Association by way of making, recording, satisfying or foreclosing the Association's liens therefore, initiating legal process or taking such other action as the Manager shall deem necessary or appropriate, in its reasonable judgment, subject to the Association's approval, for the collection of such assessments.

3.4 Cause those portions of the common elements of the Condominium ("Common Elements"), to be maintained and repaired including, but not limited to, landscaping, painting, roofing, cleaning and such other ordinary and extraordinary maintenance and repair work as may be necessary consistent with the approved budget or as requested by the Association; provided, however, the Manager shall not obligate the Association for any single item of repair, replacement, refurbishing or refurbishing, the cost of which exceeds the sum of Two Hundred Fifty Dollars (\$250.00) without the prior approval of the Board of Directors, unless provided for in the approved budget of the Association. Notwithstanding anything contained herein to the contrary, the Manager shall have the right, but not the duty, without first obtaining the approval of the Association, to make emergency repairs and replacements which, according to the Manager's reasonable belief, are required to eliminate or avoid danger to persons or to property, or as are necessary in the Manager's reasonable belief for the preservation and safety of the Association or for the safety of persons or in order to avoid suspension of any necessary service to the Association.

3.5 Take such actions as may be reasonably necessary to advise the Association, Unit owners and/or occupants of the need to comply with all pertinent laws, statutes, ordinances and rules of appropriate governmental authorities having jurisdiction, and advise the Association, Unit owners and/or occupants of any violations thereof actually known by the Manager. Furthermore, the Manager shall advise Unit owners and occupants of Units of the need to comply with the Declaration, Articles of Incorporation and By-Laws of the Association and applicable rules and regulations, in connection with the operation of the Condominium and any violations thereof actually known by the Manager. Notwithstanding anything contained in this Contract to the contrary, the Association hereby acknowledges that in no event shall the Manager be liable for the failure of the Association, the Unit owners and occupants of Units to comply with all such laws, statutes, ordinances and rules of governmental authorities and the Declaration, Articles of Incorporation, By-Laws of the Association and applicable rules and regulations of the Condominium. Notwithstanding anything to the contrary contained herein, Manager does not have the authority to provide and shall not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

3.6 Purchase, as needed, on behalf of the Association, all supplies and materials as may be necessary or desirable for the maintenance, upkeep, repair, replacement and

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preservation of the Condominium property. Such purchases shall be made in the name of the Association. Any such purchases in excess of Two Hundred Fifty Dollars (\$250.00) shall be subject to the prior consent of the Board of Directors unless provided for in the approved budget of the Association.

3.7 Solicit, analyze and negotiate contracts on behalf of the Association, as needed or monthly, for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Condominium property. All contracts shall be approved and executed by the Board of Directors. The Association acknowledges that within the scope of this Contract and in carrying out all of its duties and responsibilities hereunder, including but not limited to those set forth in this paragraph, the Manager is acting solely as an agent for the Association and, accordingly, any expenses or liabilities incurred by the Manager hereunder, whether in its name or that of the Association, shall be the sole obligation of the Association and not that of the Manager. Neither the Manager nor any of its partners, stockholders, officers, directors, employees, servants or agents shall be personally liable in any fashion for any contract made in compliance with the provisions of this Contract. The Association shall defend, indemnify and hold the Manager harmless from any such liability as provided in Paragraphs 4 and 15 of this Contract and shall procure contractual liability insurance covering this obligation. The parties hereto acknowledge and agree that notwithstanding anything to the contrary contained herein or elsewhere in this Contract, the Manager shall not perform, nor be expected to perform, the services which would normally be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association.

3.8 Approve all bills received by the Association, as needed or monthly, for services, work and supplies ordered in connection with maintaining and operating the Condominium, and cause to be paid by the Association all such proper bills as and when the same shall become due and payable, but pursuant to Paragraphs 4 and 15 of this Contract, Manager shall not be liable for the failure to pay any such bills.

3.9 Maintain, as needed, the Association's financial record books, accounts and other records as provided by the Association's By-Laws and pursuant to Chapter 718, Florida Statutes and issue certificates of account to Unit owners and their mortgagees and lienors without liability of the Manager for errors and/or omissions unless as a result solely of its gross negligence or willful misconduct. Manager may charge a reasonable fee to Unit Owners, purchasers of units, their mortgagees and lienors as additional compensation to Manager for the preparation of a certificate of accounts to the extent not prohibited by applicable law, and for preparation and delivery of documents to be delivered to a purchaser in connection with the sale of a unit. Such records shall be kept at the office of the Manager or at a location designated by the Manager in accordance with Chapter 718, Florida Statutes, and shall be available for inspection pursuant to Section 718.111 (12), Florida Statutes, and for review and audit pursuant to Section 718.111(13), Florida Statutes. The parties agree that an annual compilation, review or audit of the financial records shall be made by an independent certified public accountant employed by, and at the cost, expense and approval of the Association and at such times as determined by the Association. For extraordinary or repeated records inspection requests, the Manager may charge the Association a reasonable administrative fee for the time required to produce documents for inspection by a member of the Association and for the time of a representative of Manager to oversee the inspection.

3.10 Prepare, annually, a suggested operating budget for the Association, setting forth an itemized statement of anticipated receipts and disbursements based upon the then current schedule for assessments and taking into account the general condition of the Association and the Condominium. Said budget, together with an explanatory statement, shall be submitted to the Association for final approval at least thirty (30) days prior to the budget meeting. The budget shall serve as a supporting document for the schedule of assessments.

3.11 Retain and employ, as needed, at the Association's direction, approval and expense and as agents of the Association, such attorneys, accountants, insurance consultants, tax

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consultants and other experts and professionals, whose services the Association may reasonably require.

3.12 Maintain, as needed, appropriate records of all insurance coverage carried by the Association.

3.13 Accept applications and references of prospective Unit purchasers, and facilitate transfers and leases of Units, all as needed; provided, however, that the actual approval or disapproval of the same shall be given and executed by a proper officer of the Association.

3.14 Prepare, as needed, all payroll and file the necessary forms, as needed, for employment insurance, withholding and social security taxes and all other forms relating to employment of the Association's employees, if any, required by federal, state or municipal authorities. All expenses incurred in providing this service shall be a direct pass through to the Association and shall be charged in accordance with the provisions set forth in Paragraph 6 of this Contract.

3.15 Prepare and send, as needed, all letters, reports and notices as may be reasonably requested by the Board of Directors of the Association, and attend monthly meetings of the Board of Directors, annual meeting, budget meeting and any other general membership meetings of the Association and file minutes thereof, which minutes shall be prepared and recorded by the Association or its designee.

3.16 Deposit, as needed or weekly, all funds collected from Unit owners and others into a bank account ("Account") established by the Association as custodian for the Association so that said funds may be withdrawn therefrom to pay all expenses of operation and maintenance of the Condominium as contemplated herein. The Account will be styled so as to indicate the custodial nature thereof and the funds therein will not be commingled with other funds collected by the Manager as agents for others or otherwise. The Manager shall not be liable for any loss resulting from the insolvency of such depository.

3.17 Perform routine visual property inspections and make recommendations to the Board of Directors as to maintenance and improvements to the Common Elements.

3.18 Provide regular reports to the Board of Directors of the status of pending and completed operations affecting the Association.

4. **AGENCY.** All actions taken by the Manager with respect to management and maintenance under the provisions of this Contract shall be taken solely as an agent of the Association. Accordingly, all obligations or expenses incurred in the performance of the Manager's duties and obligations shall be for the account, on behalf of, in assistance to and at the expense of the Association, except as is otherwise expressly provided herein. The Manager shall not be obligated to make any advances to or for the account of the Association or to pay any sum, except out of funds held or provided by the Association or by its members or occupants of Units, nor shall the Manager be obligated to incur any liability or obligation on behalf of the Association without absolute and unconditional assurance that the necessary funds for the discharge thereof are immediately and presently available. With respect to any liabilities that shall arise under this paragraph and/or under this Contract, the Association shall defend, indemnify and hold the Manager harmless from any such liability (including reasonable attorneys' fees and costs whether pre-trial, at trial, mediation or arbitration and/or in connection with any appeal) as provided in Paragraph 15 of this Contract and the Association shall procure contractual liability insurance covering this obligation.

5. **INSURANCE.** The insurance requirements set out in the following sub-paragraphs are independent from all other obligations of the parties to this Contract and apply whether or not required by any other provision of the Contract, and regardless of the enforceability of any other provisions of this Contract.

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5.1 The Association hereby agrees to maintain at all times and to provide evidence of the following insurance coverages:

A. Commercial General Liability Insurance extended to include: 1) \$1,000,000.00 limit each occurrence for bodily injury and property damage, \$2,000,000.00 general aggregate limit, \$1,000,000.00 products and completed operations limit; 2) contractual liability coverage, 3) \$1,000,000.00 limit for non-owned and hired automobile liability, 4) coverage for any claims alleging bodily injury or property damage due to mold, mildew, indoor air quality or similar claims, 5) "your real estate manager" included within the definition of "Insured" in the policy language, and 6) "The Continental Group, Inc. and any and all of its affiliated or related entities, directors, officers, employees, servants and agents" to be specifically designated as "additional insured" using ISO Additional Insured Endorsement CG 20 26 11 85 or an endorsement providing equivalent or broader coverage to the additional insureds. Coverage for additional insureds shall apply as primary and non-contributing insurance before any other insurance or self insurance, including any deductible, maintained by or provided to the additional insureds.

B. Directors' and Officers' Liability Insurance with limits of not less than \$1,000,000.00 per claim and aggregate, providing a retroactive date back to the inception (date of the Association, and naming The Continental Group, Inc. and any and all of its affiliated or related entities, directors, officers, employees, servants and agents" to be specifically designated as "additional insureds".

C. Workers' Compensation Insurance according to State statutory limits covering all employees, subcontractors, or volunteers of the Association, with employer's liability limits of not less than \$500,000.00 each accident for bodily injury, \$500,000.00 each employee for bodily injury caused by disease, and \$500,000.00 policy limit for bodily injury caused by disease. Said policy shall be endorsed to include a waiver of subrogation in favor of the Manager.

D. Umbrella or Excess Liability Insurance: 1) with limits of not less than \$3,000,000.00 each occurrence and aggregate, 2) providing follow-form coverage over the Commercial General Liability, Directors' and Officers' Liability and Employer's Liability policies, 3) coverage must include as insureds all entities that are additional insureds on the Commercial General Liability policy, and 4) coverage for such additional insureds shall apply as primary before any other insurance of self-insurance, including any deductible, maintained by or provided to the additional insured other than the Commercial General Liability, Directors' and Officers' Liability and Employer's Liability coverages maintained by the Association.

E. Fidelity Bond with limits of not less than \$500,000.00 or such other minimum amount as may be required by applicable law including the Manager as a named insured.

F. The insurance carriers providing the coverages outlined above must be financially sound, be rated A VII or better by A.M. Best Company, and must be licensed to do business in the State of Florida.

G. Prior to the commencement of work under this Contract, the Association shall provide a current and original certificate of insurance providing evidence of the aforementioned insurance requirements. Said certificate shall show "The Continental Group, Inc. and any and all of its affiliated or related entities, directors, officers, employees, servants and agents" as "additional insureds" on the Commercial General Liability, Directors' and Officers' Liability, Umbrella and Excess Liability policies, and not merely a certificate holder. A copy of the additional insured endorsement to the Commercial General Liability policy indicated in Paragraph 5.1 A. shall be appended to the certificate of insurance. In the "Cancellation" provision of the certificate it shall read as follows: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to certificate

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holder named in the certificate". It is agreed by all parties that no work shall commence under the terms of this Contract until the original Certificate of Insurance is received and approved by the Manager. No later than the renewal date of any insurance policies required by this Contract, the Association will supply the Manager with a new, original Certificate of Insurance in compliance with the terms of this Contract.

5.2 The Manager hereby agrees to maintain at all times and to provide evidence of the following insurance coverages:

A. Commercial General Liability Insurance extended to include: 1) \$1,000,000.00 limit each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate limit, \$1,000,000.00 limit for personal and advertising injury, and \$1,000,000.00 products and completed operations limit; 2) contractual liability coverage.

B. Commercial Auto Liability with a combined single limit of \$1,000,000.00 and \$1,000,000.00 limit for non-owned and hired automobile liability.

C. Workers' Compensation Insurance according to State statutory limits covering all employees or subcontractors of the Manager, with employer's liability limits of not less than \$500,000.00 each accident for bodily injury, \$500,000.00 each employee for bodily injury caused by disease, and \$500,000.00 policy limit for bodily injury caused by disease.

D. Umbrella or Excess Liability Insurance with limits of not less than \$5,000,000.00 each occurrence and aggregate providing follow-form coverage over the General Liability and Employers' Liability policies.

E. Prior to the commencement of work under this Contract, the Manager shall provide a current and original Certificate of Insurance showing the coverages outlined above. On the renewal date of any insurance policies required by this Contract, the Manager will supply the Association with a new, original Certificate of Insurance in compliance with all terms of this Contract.

6. COST REIMBURSEMENT.

6.1 Except as is otherwise expressly provided herein, the Association shall pay or reimburse the Manager for all costs (as are more specifically set forth by illustration only in Exhibit "A" hereto, made a part hereof by this reference and Paragraph 3.14) which may be incurred by the Manager in providing services, materials and supplies immediately upon receipt of an invoice therefore, except that the Manager shall not be entitled to reimbursement for salaries of officers of the Manager and general office overhead of the Manager, as said items are actually included within the Contract Price, as that term is defined under Paragraph 9 hereof.

6.2 Without limiting the provisions of Paragraph 6.1, for restoration of common elements after Acts of God and other insurable claims such as, without limitation, hurricanes, fire or floods, the Association agrees to reimburse Manager five percent (5%) of the total cost of the project for the additional administrative burden the Manager will incur in coordinating the repair and restoration process by contractors engaged by the Association with the day to day activities of the Association. The Manager may also charge such a cost to the Association for other construction projects undertaken by the Association which the Manager reasonably determines will create additional administrative burdens.

7. MANAGER'S UNDERTAKING. The Manager, by the execution of this Contract, assumes and undertakes to perform, carry out and administer all management, operational and maintenance responsibilities set forth in Paragraph 3 hereof. Such assumption of obligations is limited, however, to operation, management and maintenance as agent and does not require the Manager to pay any of the costs and expenses which are the obligation of the Association, except as specifically assumed by the Manager in this Contract.

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8. **RIGHT OF ACCESS.** The Manager shall have access to the Common Elements at all times as may be necessary so as to perform its duties hereunder.

9. **COMPENSATION.** In addition to all actual costs for which the Association shall pay the Manager, pursuant to Paragraph 6 and other pertinent paragraphs hereof, the Association agrees to pay the Manager the sum(s) stipulated in Schedule 1 of this Contract per month ("Contract Price"), in advance on the first day of each month, or as otherwise stated in Schedule 1, until the expiration or termination of this Contract, as provided under Paragraphs 2 and 11 hereof. Association agrees that all outstanding balances due in excess of thirty (30) days will be assessed interest at the maximum rate as allowed by law on the unpaid balance.

10. **DESIGNATION.** The Association shall designate in writing a single individual who shall be authorized to deal with the Manager on any matter relating to this Contract. In the absence of any such designation, the President of the Association shall have this authority. The Association shall not interfere nor permit, allow or cause any of its Officers, Directors or members to interfere with Manager in the performance of its duties or in the exercise of any of its powers hereunder.

11. **TERMINATION.** In the event that the Manager defaults by failing to perform within the specifications set forth herein, then, after the Association giving Manager thirty (30) days written notice of Association's intent to cancel, unless the default is cured within such 30 day period, or, in the case of a default requiring more than 30 days to cure, unless reasonable steps have been taken to cure such default and such cure is diligently pursued thereafter, the Association shall have the right to cancel this Contract. In the event that the Association defaults by failing to make the payments required to be made hereunder, and/or failing to perform any of its other obligations under this contract or under applicable law, Manager shall have the right to cancel this Contract with thirty (30) days written notice, unless such default is cured within such 30 day period, and/or Manager shall have the right to institute appropriate legal proceedings to recover any amounts due and owing.

12. **ENGAGEMENT OF EMPLOYEES BY ASSOCIATION.** The Association recognizes that the Manager is engaged in the specialized and competitive property management and maintenance business and Manager invests time and money in the training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce. Accordingly, the Association covenants and agrees that it shall not hire, employ, or otherwise engage any employees or former employees, or contract with or in any way engage the services of any firms employing any employees or former employees of the Manager while this Contract remains in force and continuing for a period of twelve (12) months following the expiration or earlier termination of this Contract. The provisions set forth in this paragraph do not apply to any personnel employed by the Association at the inception of this Contract, which personnel are delineated in Exhibit "B" attached hereto and incorporated herein. This provision shall survive the termination or expiration of this contract. Should the Association violate this paragraph it agrees to pay as liquidated damages, and not a penalty, the sum of thirty percent (30%) of the annual salary of said employee(s) at time of termination or resignation of said employee(s) by or from Manager. The parties hereto acknowledge and agree that the aforementioned liquidated damages amount is a reasonable estimate of the damages sustained by the Manager for a violation hereof, which damages are not subjected to calculation with mathematical precision.

13. **NOTICES.** All notices required hereunder shall be in writing and shall be effective when deposited in the United States mail, with proper postage prepaid, certified mail, return receipt requested, and shall be properly addressed:

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If to the Association:

To the current President
At the Association's address of record

If to the Manager:
The Continental Group, Inc.
2950 North 28 Terrace
Hollywood, FL 33020

Attn.: Richard Strunin

or to such other address or person as either party shall, from time to time, designate for its self, in writing, to the other party, provided that notice of any change of address or contact person shall not be effective until received.

14. **INDEPENDENT CONTRACTOR.** Except to the extent otherwise expressly provided herein, the Manager shall be deemed to be an independent contractor and not an employee of the Association. The Manager shall be free to contract for similar services to be performed for other entities, wherever located, while it is under contract with the Association.

15. **LIABILITY.** The Association hereby expressly agrees and understands that the Manager shall not be liable to the Association, its members or to Unit owners, their guests and invitees for any injury, loss or damage to person or property, unless caused solely by the Manager's own gross negligence or willful misconduct, or arising solely out of a material breach by Manager of this Contract. To the fullest extent of the law, the Association and its members will, and do hereby agree to indemnify, save, defend and forever hold harmless the Manager, its affiliated or related entities, partners, officers, directors, agents, servants and employees from any liabilities, damages, costs, penalties, fines, fees, losses, suits, demands, causes of action, judgments, obligations, claims and expenses, including but not limited to reasonable attorneys' fees and associated costs (whether pre-trial, at trial, mediation or at arbitration and/or in connection with any appeals) incurred, sustained, arising out of or connected with any injury to person or property however caused, or from any matter whatsoever arising from or in connection with the Manager's performance of services hereunder, including without limitation any and all losses arising out of the Manager's own or sole negligent acts or omissions, unless such liability shall result solely from the Manager's own gross negligence or willful misconduct or solely from a material breach of this Contract by Manager. All personal property placed or moved into the Condominium property will be at the risk of the Association or the Unit owner or occupant. Manager will not be liable to the Association or others for any damage or injury to person or property, real or personal, arising from theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, the presence of mold, mildew or any pollutant, and any act or omission of any Unit owner or occupant of the Condominium or of any other person. However, the foregoing will not relieve Manager of liability for damage or injury resulting solely from Manager's gross negligence or willful misconduct. To the extent that such liability results solely from the Manager's gross negligence or willful misconduct, Manager shall indemnify and hold harmless the Association. In no event will Manager be liable for consequential damages to the Association, a Unit owner or any third-party. The provisions set forth in this Paragraph 15 shall survive the expiration or earlier termination of this Contract. The Association shall procure contractual liability insurance covering its obligations arising out of this paragraph; however the indemnification shall not be limited to damages, compensation or benefits payable under insurance policies. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Contract, such legal limitations are made a part of the indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

16. **WAIVER OF SUBROGATION.** The Association expressly waives all rights of subrogation against the Manager for damages caused by perils, regardless of whether or not covered by any insurance obtained by the Association or required to be obtained by the Association pursuant to this Contract. The policies of insurance required to be carried by the Association pursuant to this Contract shall include an express waiver of subrogation either by endorsement or policy language. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.

17. **MISCELLANEOUS.**

17.1 In any legal action arising from this Contract or connected herewith the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred (whether pre-trial, at mediation, arbitration or trial and in any appeals).

17.2 In any litigation arising from this Contract, venue shall be Broward County, Florida.

17.3 No waiver of a breach of any of the covenants contained in this Contract shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

17.4 No modification, release, discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by both of the parties to this Contract, their respective successors and assigns.

17.5 If any term or condition of this Contract is, to any extent, invalid or unenforceable, the remainder of this Contract is not to be affected thereby and each term and condition of this Contract is to be valid and enforceable to the fullest extent permitted by law. This Contract will be construed in accordance with the laws of the State of Florida.

17.6 The Manager shall cause to be paid periodically, as required, all financial obligations of the Association, to the extent that the Association has provided funds for the payment thereof, including, but not limited to, the following:

- A. Insurance premiums on insurance carried by the Association;
- B. All taxes required to be paid by the Association;
- C. Utilities chargeable against the Association;
- D. Building inspection fees, elevator fees, water rates and other governmental charges;
- E. Manager's fees;
- F. Such sums which shall become due and payable for expenses or other obligations incurred by the Manager on behalf of the Association in accordance with the budget;
- G. Monthly contracted services; and
- H. Such other amounts or charges as may be authorized by the Association;

provided, however, that Manager shall not be liable for the failure to make any such payments.

17.7 Manager represents and warrants that the person or persons employed by Manager to directly provide the management services under this Contract shall have at all times a Community Association Manager's License from the Florida Department of Business & Professional Regulation, and that Manager shall otherwise comply with provisions of Section 468.432, Florida Statutes.

17.8 Manager shall render to the Board of Directors on a monthly basis statements of receipts, expenses, disbursements, financial charges, reserves and bank reconciliations. These statements shall include a general analysis comparing the actual receipts and expenses to the Association's approved Budget.

17.9 This Contract constitutes the entire understanding and agreement between the parties hereto, supersedes all prior written or oral agreements with respect to its subject matter. This Contract shall be binding upon the parties hereto and their respective successors and assigns.

17.10 The Association represents and warrants that the execution, delivery and performance of this Contract by the Association will not conflict with, nor result in the breach of, any agreement, whether oral or written, document, indenture or other instrument to which the Association is a party or under which it is bound. The Association further represents and warrants that it has full power and authority to execute and deliver this Contract, and to perform the obligations hereunder, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Contract.

17.11 The parties hereto hereby acknowledge and agree that this Contract complies with Section 718.3025, Florida Statutes.

17.12 Manager shall not in any way be considered an insurer or guarantor of security within the property. Neither shall Manager be held liable for any loss or damage by reason of failure to provide adequate security nor ineffectiveness of security measures undertaken. The Board of Directors on behalf of the Association, owners and occupants of any dwelling, tenants, guests and invitees of any owner, as applicable, acknowledge that Manager does not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will provide the detection or protection for which the system is designed or intended. The Board of Directors on behalf of the Association, each owner and occupant of any dwelling and each tenant, guest and invitee of an owner, as applicable, acknowledges and understands that Manager is not an insurer and that each owner and occupant of any unit and each tenant, guest and invitee of any owner assumes all risks for loss or damage to persons, to units and to the contents of units and further acknowledges that Manager has made no representations or warranties nor has the Association, any owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security measures undertaken within the property.

17.13 The Association agrees to provide a safe and healthy work environment for all employees provided by Manager.

Page 10 of 13

Initial _____
Initial _____

NO. 430 P. 11/16

CREC

OCT. 17. 2003 2:52PM

SCHEDULE I
The Townhouses of Plantation Condominium Association, Inc.
(183 Units)

	<u>MONTHLY</u>	<u>ANNUALLY</u>
ADMINISTRATIVE MANAGEMENT * Supervising Property Manager Bookkeeping Services	\$1,830.00	\$21,960.00
MAINTENANCE SERVICE * Forty (40) hours per week	\$2,885.00	\$34,620.00
	<u>\$4,715.00</u>	<u>\$56,580.00</u>

* Subject to annual increase as set forth in Paragraph 2 of this Contract.

The fees stipulated in this Schedule I are inclusive of on-site personnel receiving the following benefits:

1. Six (6) days of annual sick pay
2. Six (6) paid holidays (New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day)
3. Five (5) days of paid vacation for maintenance personnel and ten (10) days paid vacation for administrative personnel

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written:

Witnesses:

The Townhouses of Plantation
 Condominium Association, Inc.:

By: _____

Its: _____

(As to Association)

The Continental Group, Inc.

By: _____

Its: _____

(As to Manager)
 (10-09-03)

 Initial

 Initial

EXHIBIT "A"

The following office expenses will be charged to and become a cost of the Association and will be reimbursed to the Manager in accordance with Paragraph 6 of the Contract:

1. Photocopying and faxes;
2. Postage;
3. Long distance phone calls;
4. Maintenance fee and special assessment coupons/statements;
5. Courier services;
6. Record storage and retrieval costs;
7. Customized Association laser checks (billed every 3 months);
8. Annual \$50.00 fee for miscellaneous office expenses (i.e. trans file boxes, annual file folder updates, etc.);
9. Special assessment processing shall be charged at \$1.50 per unit per assessment payment period throughout the payment term of the assessment;
10. Administrative fees for production and inspection of records by Association members per Paragraph 3.9 of this Contract;
11. Administrative fees for litigation support services, including, but not limited to, court appearances and preparation, production of documents, discovery, meetings with counsel, etc.

Any and all such office expenses shall be substantiated with back-up documentation itemizing each charge.

The following expense shall become a cost of the Association and shall be reimbursed to the Manager in accordance with Paragraph 6 of the contract if authorized by a separate written agreement executed by the Association:

Any fees and costs charged to provide a unified communications system/resident alert system.

Page 12 of 13

Initial _____
Initial _____

NO.430 P.13/16

CREC

OCT.17.2003 2:52PM

EXHIBIT "B"

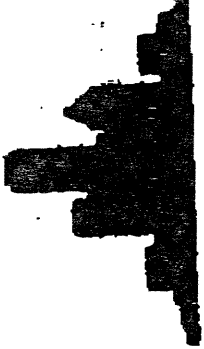
Page 13 of 13

NO. 430 P. 14/16

OCT. 17. 2003 2:53PM CREC

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THE CONTINENTAL GROUP, Ltd.

PROPERTY SERVICES
Licensed Real Estate Broker

2950 N. 28th Terrace
Hollywood, Florida 33020
Phone: (954) 925-8200
Toll Free: 1(800) 927-4599
Fax: (954) 378-2298

ADDENDUM TO MANAGEMENT CONTRACT

This Addendum is made and entered into on this ____ day of _____, 2003 by and between **The Townhouses of Plantation Condominium Association, Inc.**, a Florida not-for-profit corporation (the "Association") and **The Continental Group, Inc.**, a Florida corporation (the "Manager").

WHEREAS, the Association and the Manager entered into that certain Management Contract, dated _____ (the "Agreement"); and

WHEREAS, the Agreement provides for a term expiring on _____; and

WHEREAS, the Association and the Manager have agreed to amend the Agreement, as more particularly set forth herein;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received by each party from the other, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

- All of the statements contained in the above recitations are true and correct and are hereby incorporated by reference.
- Paragraph 1 of the Agreement shall be deleted and substituted with the following:
This Contract shall commence on the ____ day of _____, 200____, and shall continue for a term ending one (1) thereafter, subject to termination by either party as provided in Paragraph 11 herein. All of the other terms of the Contract shall remain the same unless both parties mutually agree in writing to a change thereof.
- Paragraph 11 of the Agreement shall be deleted and substituted with the following:
This Contract may be canceled, with or without cause, by the Association with thirty (30) days' written notice or by the Manager, with or without cause, with sixty (60) days written notice. Upon the effective date of any termination or cancellation, the Association shall not be obligated for any additional fees to the Manager, but shall be responsible for all accrued and unpaid fees and all costs incurred or contracted for by Manager pursuant to this Agreement through such date.
- Except as herein modified, all of the terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE BLOCK ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first above written:

Witnesses:

The Townhouses of Plantation
Condominium Association, Inc.

By: _____

Its: _____

(As to Association)

Witnesses:

The Continental Group, Inc.

By: _____

Its: _____

(10-17-03)

Exhibit "8"

ESCROW AGREEMENT

THIS AGREEMENT made and entered into between Advenir@Townhouses, LLC, a Florida Limited Liability Company, hereinafter referred to as "Developer", and Maria Fernandez Valle, Esq., whose address is 10570 N.W. 27th Street, Suite 103, Miami, Florida 33172, hereinafter referred to as "Escrow Agent".

WHEREAS, the Developer is developing a condominium project in Broward County, Florida which project is known as The Townhouses of Plantation Condominium ; and

WHEREAS, the Developer contemplates to offer for sale to the public residential dwellings in the condominium form of ownership; and

WHEREAS, the Developer desires to appoint an Escrow Agent to receive certain funds as are more fully detailed hereinafter in compliance with the Condominium Act of the State of Florida (F.S. 718.202); and

WHEREAS, the Escrow Agent agrees to act in that capacity in connection with the sale of the condominium units above described.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed as follows:

1. Developer agrees that all of said payments toward the purchase of condominium units shall be paid to Escrow Agent at the address 10570 N.W. 27th Street, Suite 103, Miami, Florida 33172.
2. Developer agrees, in conjunction with the prospective purchase to provide Escrow Agent, along with the transmission of the said funds to be placed in escrow a copy of the Purchase Agreement with respect to each of the condominium units.
3. Escrow Agent agrees to receive said funds and the copies of the Purchase and Sale Agreements with respect to each prospective purchaser and to hold the monies in escrow which were transmitted to it under the terms of this Escrow Agreement, and in accordance with the provisions of the Condominium Act of the State of Florida.
4. Escrow Agent shall deposit all payments made pursuant to a specific purchase agreement into the escrow account opened to that effect. Escrow Agent agrees to keep said escrow monies until such time as it has been provided with written notification from an officer of the Developer or its legal counsel that closing has taken place unless prior to the disbursement Escrow Agent receives from the Purchaser written notice of a dispute between the Purchaser and the Developer in which case said funds shall not be released until such time as Escrow Agent is provided with the written authorization from Purchaser or an order of the competent jurisdiction authorizing such release. Upon receipt of the above items, Escrow Agent shall release said funds in accordance with the written instructions or the order of the competent jurisdiction.
5. The developer may withdraw escrow funds in excess of 10 percent of the purchase price from the escrow account when the construction of improvements has begun. The developer may use the funds in the actual construction and development of the condominium property in which the unit to be sold is located.
6. A Purchaser shall be entitled to a refund of his funds including interest if any, and Escrow Agent shall pay said funds to said Purchaser, if a purchaser shall, in writing, request a refund of its funds within any refund period provided for in the Purchase Agreement or in the event the sales program of the Condominium project above mentioned is discontinued pursuant to the terms of the Purchase Agreement and Purchaser is not otherwise in default under the terms of said agreement. An affidavit of Developer stating that the sales program has been discontinued shall be sufficient notice under this paragraph.

7. In the event the prospective Purchaser defaults in connection with his purchase for any reason deemed a breach by the provisions of the Purchase and Sale Agreement, Developer shall have the right to demand the escrowed funds from Escrow Agent as liquidated damages as provided for in the Purchase and Sale Agreement. Written notification from an officer of Developer as to Purchaser's default, with a copy of same to Purchaser, shall be sufficient notice to purchaser under this paragraph and Escrow Agent may release funds to Developer upon receipt of such notice. If the funds of a buyer have not been previously disbursed, pursuant to the terms of this agreement, they may be disbursed to the developer by the escrow agent at the closing of the transaction, unless prior to the disbursement the escrow agent receives from the buyer written notice of a dispute between the buyer and the developer. Developer shall hold Escrow Agent harmless of any loss resulting from a dispute between Developer and Purchaser.
8. The duties of Escrow Agent hereunder shall be entirely administrative and not discretionary. Escrow Agent shall be obligated to act only in accordance with written instructions received by it, as provided in this Agreement and is authorized hereby to comply with any orders, judgments or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.
9. Escrow Agent may rely absolutely upon the genuineness and authorization of the signature and purported signature of any party upon any instruction notice, release, request or other document delivered to it pursuant to this Agreement.
10. Developer hereby agrees to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits, or proceedings at law or in equity or any other expenses, fees or charges of any character or nature which it may incur or with which it may be threatened by reason of its acting as such Escrow Agent under this Agreement, and in connection therewith to indemnify Escrow Agent against any and all expenses, including attorney's fees and the costs of defending any action, suit or proceeding or resist any claim.
11. If any two parties shall be in disagreement about the interpretation of this Escrow Agreement or about the rights and obligations or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, at its sole discretion file an action of interpleader to resolve the said disagreement, Escrow Agent shall be indemnified for all costs, including reasonable attorney's fees in connection with the aforesaid interpleader action and shall be fully protected in suspending all or a part of its activities under this Agreement until a final judgment in the interpleader action is received.
12. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or error of judgment or for any act or omission of any kind unless caused by its willful misconduct or gross negligence.
13. Developer agrees to pay Escrow Agent charges for acting as such and Escrow Agent hereby waives any claims which it may have to receive any such compensation from the funds of deposit.
14. Escrow Agent may resign upon thirty (30) days written notice to the parties in this Agreement. If a successor Escrow Agent is not appointed within thirty (30) days period, the Escrow Agent may petition a court of competent jurisdiction to name a successor.
15. All notices and communications hereunder shall be in writing and shall be deemed to be duly given if sent by registered or certified mail, return receipt requested to the respective addressees set forth herein below.
16. The rights created by this Agreement shall inure to the benefit of and the obligations created hereby shall be binding upon the successors, and assigns of Escrow Agent and all parties to this Agreement.
17. This Agreement shall be construed and enforced according to the laws of the State of

Florida in general and the Condominium Act in specific.

18. Escrow Agent must give a receipt to each purchaser.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 30 day of Sept, 2003.

FOR THE DEVELOPER:

Advenir@Townhouses, LLC
a Florida Limited Liability Company by it's
Manager:



Stephen L. Yecchitto, Manager

9/30/03

Date

FOR THE ESCROW AGENT:

By:  _____

Maria Fernandez-Valle

Exhibit "9"

The Townhouses of Plantation Condominium
Purchase Agreement

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO THE DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

This is a legally binding contract for sale and purchase made and entered into on this day of _____, 20____, by and between Adventir@Townhouses, LLC, a Florida limited liability company, as Seller, and _____ as Buyer, whose address is _____ and whose phone is _____ and whose Social Security Number is: _____.

W I T N E S S E T H

Seller agrees to sell and convey, and Buyer agrees to purchase Condominium Unit No. _____ (the "Unit") of The Townhouses of Plantation (the "Condominium"), according to the Declaration of Condominium to be recorded in the Public Records of Broward County, Florida. The address of the condominium unit is _____.

This condominium unit is not new construction. This Condominium is created as a conversion of existing, previously occupied improvements.

Purchase Price.....\$ _____
Contract Extras Addendum (Non Refundable).....\$ _____
Contract Credits Addendum..... \$ _____
Total Purchase Price.....\$ _____
Payable as follows:
Initial Deposit at Execution of Agreement..... \$ _____
Additional Deposit, Due _____ \$ _____
Balance Due at Closing \$ _____
Total Purchase Price..... \$ _____

1. MORTGAGE FINANCING

A. MORTGAGE LOAN. The Buyer intends to pay for a portion of the "Total Purchase Price" (as defined in the Agreement) by obtaining a Mortgage Loan. The Buyer shall immediately make an application with _____ in order to qualify for a Mortgage Loan in the amount of \$ _____ at the prevailing interest rate in the market.

The Buyer agrees to cooperate with lending institution in the execution and submission of all necessary and required documents to qualify for the mortgage. The Buyer has to apply within five

(5) days of this purchase agreement. It is understood by the parties that failure to present a bona fide application to a lender will constitute a default under the terms of this contract and Seller shall retain Buyer's deposit(s) as liquidated damages. The Buyer understands that additional information may be requested by Lender from time to time, and Buyer agrees to supply the information requested, in good faith, in an attempt to qualify for the mortgage. If the Buyer has a spouse that has not signed this agreement, the Buyer agrees to have the spouse sign the mortgage and any other mortgage documents requested by Lender. The Buyer has to be firmly approved by the lending institution subject only to appraisal and title within fifteen (15) days of acceptance of this Purchase Agreement (Commitment Deadline) or Seller shall have the right to cancel this Agreement by refunding Buyer deposit. This contract is not assignable by Buyer without the prior written permission of the Seller.

In the event Buyer, having undertaken and performed the Mortgage Loan Acts does not secure a written commitment for the Mortgage by Commitment Deadline, then Buyer shall within two (2) business days of such failure notify Seller of this fact in writing. Upon timely receipt of such notice from Buyer, Seller shall elect in its sole discretion, in writing to do one of the following:

- (i) Return deposit and terminate this agreement.
- (ii) Extend the Commitment deadline to a date chosen by Seller at its sole discretion, but not later than the scheduled closing date.

The Seller has no obligations to inquire whether the Mortgage Loan has been approved. The Seller shall be entitled to conclude that Buyer has waived its rights under this Rider to acquire a Mortgage Loan if Seller has not received a Loan Rejection Notice from Buyer prior to the expiration of the Commitment Deadline. In such events, this Agreement shall not be terminated and will thereafter be deemed a Cash sale and the deposit will not be refundable.

If Buyer is unable to obtain a Mortgage Loan due to an adverse change in Buyer's personal or financial condition occurring after the Commitment Deadline, or if the Mortgagee withdraws its approval of the Mortgage Loan after approving the Buyer for the Mortgage Loan, this agreement shall not be terminated and will thereafter be deemed a cash sale and the deposit will not be refundable.

Notwithstanding anything to the contrary, once Buyer has been approved or received a written commitment for a Mortgage Loan, the deposit paid by Buyer hereunder shall no longer be refundable notwithstanding the subsequent disapproval of Buyer for the Mortgage Loan.

B. VA APPRAISAL. It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not incur any penalty by forfeiture of earnest money or be obligated to complete the purchase of the property described herein, if the contract price or cost exceeds the reasonable value of the property established by Veterans Administration. The Buyer shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration.

C. FHA APPRAISAL. It is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty or forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Buyer a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property (excluding closing costs) of not less than \$_____, which statement the Seller hereby agrees to deliver to Buyer promptly after such appraised value statement is made available to the Seller. The Buyer shall however, have the privilege and option of proceeding with the consummation of the contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to the determination of the maximum mortgage the Department of Housing and Commissioner will insure. HUD does not warrant the value or the condition of the property.

2. Closing Date:

The date, time and place of transfer of title to the Buyer and payment of the total purchase price and other closing costs to Seller shall be designated by Seller. The Seller shall give the Buyer notice of the closing date, time and place, five days prior to the scheduled closing date. Said notice may be given orally to Buyer by calling the Buyer. An affidavit of one of Seller's employees or agents stating the Closing date was provided to the Buyer shall be presumed to establish that the Closing Notice was received. If the Seller cannot reach the Buyer by phone, then notice shall be sent by certified mail to the address on the first page of this Agreement, unless the Seller has received written notice from Buyer of a change prior to the date the closing notice is received. This notice shall be given to Buyer, five days before the scheduled closing date. The Seller shall not permit mail away closings. If Buyer fails to close on the dates set forth, or if closing is delayed for any other reason (except for a delay desired, requested or caused by Seller), Buyer shall pay Seller at closing, in addition to its other obligations, a fee equal to 1.5% of the outstanding balance of the purchase price per month from the scheduled date to the actual date of closing, and all prorations provided for herein shall be calculated as of the scheduled closing date.

Seller is authorized to postpone the closing up to fourteen (14) days for any reason and the Buyer will close on the new date, time and place Seller specifies in its notice of postponement (as long as notice is given at least three (3) days prior to the new date, time and place). A change of time and place of closing only (that is, one not involving a change of date) will not require any additional notice period. Any notice of postponement or rescheduling must be given in writing. All of these notices to Buyer will be sent or directed to the address on the first page of this Agreement unless Seller has received written notice from Buyer of a change prior to the date the Closing notice is given. These notices (other than a change of address) will be effective on the date mailed, tele-copied or placed with a private express delivery system (e.g., Federal Express or Airborne). An affidavit of one of Seller's employees or agents stating the Closing Notice was mailed or placed with a private express delivery system shall be presumed to establish that the Closing Notice was received. If Buyer fails to close as required by this paragraph, Buyer will be in default of this agreement.

This condominium unit is not new construction. This Condominium is created as a conversion of existing, previously occupied improvements. The Buyer understands that the Seller is planning to upgrade certain areas in the unit pursuant to the particular agreement with the Buyer. Upgrades may include items such as an upgrade to the kitchen cabinets, laying of tiles in some areas of the units, changing the carpet and/or painting the walls of units. The Seller agrees to substantially complete construction of the unit, in the manner specified in the agreement, by a date no longer than two (2) years from the date of the agreement, (time limitation required to insure Seller exemption under Section 1702(a)(2) of the Federal Interstate Land Sales Full Disclosure Act) subject to, however, delays caused by unavailability of material at reasonable costs, strikes, other labor problems, governmental orders or other events which would support a defense based upon impossibility of performance for reason beyond control of the Seller. If Seller is unable to complete construction within this time, Buyer may terminate this agreement and receive a full refund of all deposits. If Buyer elects to receive a refund, Seller shall be relieved of all obligations under this agreement when Seller refunds the deposits to the Buyer.

3. Deposits:

All the deposits to be made by Buyer in accordance to the provisions of this Purchase Agreement shall be deposited with an Escrow Agent. The name and address of the Escrow Agent is: Maria Fernandez Valle, Esq. 10570 N.W. 27 Street Miami, Florida 33172. The Buyer has the right to obtain a receipt of its deposits from the Escrow Agent. The developer may withdraw escrow funds in excess of 10 percent of the purchase price from the escrow account when the construction of improvements has begun. The developer may use the funds in the actual construction and development of the condominium property in which the unit to be sold is located.

4. Title:

At closing, title shall be conveyed the Buyer by Special Warranty Deed together with any such other instruments as shall be required to complete and consummate the closing, including, but not limited to, instructions to the Escrow Agent to release to the Seller all funds held in escrow. It is understood and agreed that Buyer is buying the Unit subject to the items as hereinafter stated and that

title to the Unit will be good and marketable in accordance with the title standards of the Florida Bar, subject only to the following:

- (a) liability for all real estate taxes affecting the Unit and its appurtenances, and other taxes and assessments assessed in the year of closing and subsequent years including, without limitation, assessments on the Unit imposed by the Association;
- (b) all covenants, conditions, restrictions, term and other provisions imposed or contemplated by the Condominium Documents for the Condominium and all exhibits thereto (and any other document with Seller, in its sole discretion, believes to be necessary or appropriate);
- (c) other conditions, restrictions, limitations, dedications, and easements of record including, but not limited to, water, sewer, gas, electric and other utility agreements or records, or other restrictions upon the Condominium as may exist f record or be imposed by or at the discretion of governmental authorities;
- (d) such other easements as shown on the Condominium Drawings, as contained in any future amendments to the Declaration, or as declared by the Developer pursuant to reserved rights contained herein or in the Declaration;
- (e) all zoning laws;
- (f) pending governmental liens for public improvements or taxes as of closing (Seller will be responsible, however, for certified governmental liens for public improvements of closing);
- (g) all printed exceptions contained in an ALTA Owner's Title Insurance policy;
- (h) any mortgage executed by Purchaser in connection with the purchase of the Unit;
- (i) any matters not listed above as long as affirmative title insurance is given for these matters.
- (j) the covenants, conditions, reservations, restrictions, limitations, dedications, agreements, easements, special taxing districts, existing zoning ordinances and zoning agreements of record, including, but not limited to water, sewer, gas, electric and other utility agreements of record.
- (k) The restriction, covenants, conditions, easement terms and other provisions imposed by or referred to in the Condominium Documents of The Townhouses of Plantation Condominium.
- (l) Taxes, pending municipal liens and easement existing and to be created for ingress and egress to the condominium property.
- (m) Perpetual easement for encroachments now or hereinafter existing caused by the settlement or movements of improvements or caused by minor inaccuracies in building or rebuilding.
- (n) Restrictions, conditions, reservations, easements and other matters shown on the Plat of Breeswept Park Estates, as recorded in Plat Book 47 at Page 29 of the Public Records of Broward County, Florida.
- (o) Easement filed in ORB 1343 at Page 354; ORB 2763, Page 753; ORB 4782, Page 897; RB 4782, Page 897; ORB 4782, Page 908; and re-recorded in ORB 4849, Page 1 of the Public Records of Broward County, Florida.
- (p) Easement granted to Florida Power & Light Company, recorded in ORB 4826 at Page 554, and in ORB 4826, Page 552 of the Public Records of Broward County, Florida.
- (q) Declaration of Covenants, Restrictions and Easements, recorded in ORB 1305, Page 197; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42USC 3604(c). Said Restrictions having been modified

by instrument(s) recorded in ORB 1566, Page 516, of said Public Records.

(r) Subject to the following survey matters, all as shown on survey prepared by McLaughlin Engineering Company dated August 28, 2002, Job Numbers P 6053; P 7514; Q 5664; Q 7202; S 3723; S 4941; and T 6772.

- (1) Encroachment of Parking spaces onto 20 foot utility easement (Easement recorded in Official Records Book 4825, Page 552), all along the Westerly and Southwesterly end of subject property.
- (2) Encroachment of Asphalt onto 10 foot utility easement at the Southern end of subject property.
- (3) Slight encroachment of corner of 2 story building and pool deck and fence onto Florida Power & Light Easement at West-Central portion of subject property.
- (4) Encroachment of wood fence concrete walk and asphalt onto 10 foot Florida Power & Light easement at Central and Eastern portions of subject property.
- (5) Encroachment of asphalt and dumpster pad onto 10 foot utility easement at East end of subject property.
- (6) Encroachment of asphalt parking spaces onto 10 foot Florida Power & Light easement at North end of subject property.
- (7) Encroachment of concrete walk, wood fence and parking spaces onto 10 foot and 6 foot easement at Northwest end of subject property.

If Seller cannot at closing provide the quality of title described above Seller shall, at its option: (i) have a reasonable period of time (at least 60 days) to correct any such defects in title, but is not obligated to do so; or (ii) provide the Buyer with a title insurance policy insuring over such defects. If Seller in its sole discretion is unable or unwilling to correct any such title defects or obtain insurance over them, the Buyer may (i) accept title in the condition which Seller offers it and pay the full purchase price, whereupon the Buyer shall not make any claims against Seller because of such defects, or (ii) cancel this Agreement and receive a full refund of this deposit, whereupon Seller shall be relieved of all obligations under this Agreement.

5. Title Evidence and Closing Costs:

At Buyer's expense, Seller shall deliver to Buyer or Buyer's attorney, at least three days prior to the closing, an owner title insurance commitment subject to the items specified in paragraph three, herein above and subject to the normal exclusions from coverage, standard exceptions, and provision of conditions and stipulations of a standard owner's title insurance commitment. Said title insurance commitment shall be prepared by Maria Fernandez Valle, Esq.. The delivery of the foregoing title insurance commitment shall be deemed conclusive evidence as to Seller's compliance with good and marketable title as set forth above in paragraph three. The Buyer may elect to obtain the title insurance commitment from another company by providing the Seller written notification of the Buyer's decision within five days of the execution of this contract. However, Seller shall not be obliged to deliver to the Buyer any abstract of title, nor pay for any other title evidence, nor pay for any title search, nor shall the Seller be obligated to delay the closing.

At closing, Buyer shall pay the following sums:

- a. The balance of the total Purchase Price, as it may be adjusted pursuant to the terms of this contract.
- b. The proration of the current monthly assessment and the subsequent month assessment payable to The Townhouses of Plantation Condominium Association Inc., and working capital contribution in the amount equal to two months of the monthly assessment. Working Capital is not

considered as advance payment of common expenses or funds of the association. Such contributions shall be used to reimburse the Developer for start-up expenses, such as not limited to reimbursement for the cost of insurance paid by the Developer on behalf of the unit owner. Notwithstanding, the developer may not be reimbursed for common expenses incurred during the exemption period.

- c. Proration of real estate taxes for the year of the closing.
- d. All closing costs including but not limited to any permanent loan to be arranged by Seller and/or Buyer. Closing costs are defined as follows: Settlement fee, title abstracting, title examination, owner title policy, stamps on note, intangible tax on mortgage, recording of mortgage and any other instrument, appraisal fees, credit report fees, attorney's fees of lender, mortgage title insurance for lender, points charged by lender, mortgage insurance premium and any other expenses related to the permanent loan;
- e. The Buyer also agrees to pay documentary stamps on the deed, recording of the deed and survey of the property.
- f. Special Credit for FHA Buyers. If the Buyer elects to utilize the financing offered by the Seller's approved FHA lender, then in that event the Seller shall contribute _____ percent of the sales price toward Buyer's prepaids, closing costs, non allowable and discount points. This credit may also be applied toward monthly maintenance assessments and working capital. The Seller will pay non allowable not to exceed \$450.00.

The Buyer understands and agrees that the estimated operating budget for the association contained in the condominium documents provide only an estimate of what it will cost to run the Association during the period of time stated in the Budget. The monthly assessments shown in the Condominium Association budget for the units are guaranteed in the manner stated in the condominium documents. The budget is not guaranteed to predict actual expenditures.

6. Construction:

The Buyer understand and agrees no credits will be given by Seller unless agreed to by Seller in writing and said credits will be given to the Buyer at closing.

The Buyer understands and agrees that certain items which may be included with the unit or shown in model, such as tile, cabinets, molding, paint, stain, grout, wall and ceiling textures, appliances and carpeting are subject to size and color variations. The Seller reserved the right to substitute equipment, material, appliances, etc., with items which in Seller's opinion are considered equal or better quality. Certain items which may have been or be displayed in model units, illustrations, advertisements as decorations such as wall coverings, paint colors, light fixtures, drapes, blinds and other window coverings, furniture, wall-hung shelves, wall ornaments, mirrors, intercoms, security systems, certain bulletin fixtures, hot tubs, trellises and trims, barbecues, wet bars, sconces and decking will not be included in the Unit and may not otherwise be available.

The Seller may require Buyer to deposit up to the entire cost of a requested change, option, upgrade or addition prior to the commencement thereof. If an approved change, option, upgrade or additions is not made by Seller, the deposit made by Buyer toward its cost shall be refunded, but shall not constitute grounds for deferring the closing, or for imposing any conditions on closing. Seller is not required to agree to any changes, options, upgrades or additions requested by Buyer after the execution of this Agreement, except as otherwise provided in this Agreement.

The Seller shall have complete discretion in landscaping within the development in which the Unit is located, and may remove any existing trees or vegetation. The Buyer acknowledges landscaping and exterior amenities around the model unit may be more extensive than may be provided for the unit being purchased.

7. Inspections prior to closing:

The Buyer shall be given an opportunity to examine the unit along with the Seller's representative prior to the closing of title at a time and date to be scheduled by the Seller. At that time the Buyer with Seller's representative will prepare and sign a final inspection statement setting forth any defect. Within a reasonable time after closing, Seller will complete, replace or correct any items on the list which in Seller's opinion are in fact defects or which remain to be done, keeping in mind, the standard of construction in the County where the property is located. If the Buyer fails to inspect the unit prior to the closing, said unit will be deemed acceptable "AS IS". The Buyer acknowledges that all matters pertaining to the unit will be handled by the Seller and its representatives and Buyer agrees not to interfere with or molest any workman at the site of the property.

At time of the Closing, the fact that Seller has to complete work after the closing shall not delay or postpone the closing or Buyer's obligations to close and pay the balance of the purchase price or be grounds for reductions of or credit against the purchase price or be grounds for placing a portion of the purchase price in escrow pending completion of such items. No escrow or hold back of closing funds will be permitted. In addition, the fact that the Seller may be in process of completing, finishing, detailing, landscaping and decorating shall not be grounds to delay the closing or to hold back escrow funds.

8. Insulation:

In order to comply with the Federal Trade Regulations rules dealing with the labeling and advertising of unit insulation, Seller hereby advises Buyer the type, thickness and R-value of all insulation installed or to be installed in the dwelling as follows: Exterior Walls R _____ and Roof R _____.

9. Prorations:

Real Estate taxes shall be prorated as of the date of closing and shall be based upon the taxes for the previous year. The Seller will not re-prorate the real estate taxes after closing. If the tax bill is projected to be a Master Tax Bill, then Buyer shall pay to Seller the projected tax amount from the date of closing until December 31 of the current year and the Seller shall pay the real estate taxes for the year.

10. Default:

If Buyer fails to perform his obligations under this agreement (including making scheduled deposits and other payments), Buyer will be in "default". If Buyer is still in default ten (10) days after Seller sends Buyer notice thereof, Seller shall be entitled to the remedies provided herein.

Upon Buyer's default (and the expiration of any notice period, if applicable), all Buyer's rights under this agreement will end and Seller can resell the Unit for a higher or lower price without any accounting to Buyer. The Buyer understand that because Seller has taken the Unit off the market for Buyer, has spent money on sales, advertising, promotion and construction and has incurred other costs incident to this sale, Buyer's default will damage Seller. As compensation for this damage, in the event Seller cancels this Agreement because of Buyer's default, Buyer authorizes Seller (subject to the limitation provided below) to keep (or if not then paid by Buyer, Buyer will pay to Seller) all deposits and other pre-closing advance payments (including, without limitation, those on options, extras, upgrades, and the like) Buyer has then made (and which would have been required to have been made had Buyer not defaulted) and all interest which was, or would have been, earned on them, all as liquidated damages (and not as a penalty). If Buyer defaults after fifteen percent (15%) of the Purchase Price, exclusive of interest, has been paid, Seller will refund to the Buyer, any amount which remains from the payments Buyer made after subtracting fifteen percent (15%) of the Purchase Price, exclusive of interest. Any damage or loss that occurs to the Property while Buyer is in default will not effect Seller's right to liquidated damages. Buyer and Seller agree to this because there is no other precise method of determining Seller's damages. Seller shall also have the right to specifically enforce this agreement.

If Seller defaults under this agreement, Buyer will give Seller twenty (20) days notice of it and if Seller has not cured the default within such period, Buyer will have such rights as may be available