

units therein owned by institutional lenders and other mortgages approved by institutional lenders and other mortgages approved by the Association. However, no termination shall be made without notifying the division before taking any action to terminate the condominium. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice to the proposed termination, and if the approval of the owners of units in the condominium to which not less than seventy-five percent (75%) of the common elements are appurtenant and of the record owners of all mortgages upon units in the condominium owned by institutional lenders and other mortgages approved by the Association are obtained not later than thirty (30) days from the date of such meeting, the approving owners shall have an option to buy all of the units of the other member of the Association for the period ending the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

1. Exercise of Option: The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased of any agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each particular owner and shall agree to purchase of the unit owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

2. Price: The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and judgment of specific performance of the sale upon award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment: The purchase price shall be paid in cash.

4. Closing: The sale shall be closed within thirty (30) days following the determination of the sale price.

C. Certificate: The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the facts effecting the termination which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

D. Shares of Owners After Termination: After termination of the condominium the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the unit owner's prior to the termination as set forth in Exhibit "3" hereto.

E. Amendment: This article shall not be amended without consent of four-fifths (4/5) of the voting interest.

F. Notification: Upon recordation of the instrument evidencing consent of all of the unit owners to terminate the condominium, the association within 30 business days shall notify the division of termination and the date the document was recorded, the county where the document was recorded, and the book and page of the public records where the document was recorded, and shall provided the division a copy of the recorded termination notice certified by the clerk.

XXI. Rights of Developer to Sell or Lease Units and Amend this Declaration.

This Condominium is being created by the conversion of existing improvements. The

Developer intends to offer units for sale to existing tenants. The Developer reserves the right to engage in a program of renting or leasing unsold units upon such terms as Developer shall approve and as permitted by the Condominium Act Chapter 718 of the Florida Statutes and, if the Developer engages in such a program the Developer will file an amendment to this Prospectus. In the event any unit is sold prior to the expiration of the terms of the lease the title to such unit will be conveyed subject to the lease. If any unit is sold subject to a lease, a copy of the executed lease will be attached to the purchase agreement in accordance with the terms of Section 718.5031(a)4 Florida Statutes. If a unit has been previously occupied, Developer will so advise the prospectus purchase in the purchase agreement.

XXII. Grant of Easements; Covenants running with the Land and Conveyance to Trustee.

The Developer hereby grants a non-exclusive easement to be used and enjoyed in common by the owners, lessees, tenants, employees and occupants of residential units to be constructed in The Townhouses of Plantation Condominium, and for their guests and invites and for any police, fire, rescue, ambulance, government, public, private or quasi-public agency, for the following purposes:

A. The furnishings and maintenance of public utility services, over, across, upon, in and through the entire parcel known as The Townhouses of Plantation Condominium.

B. Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions as they are intended and/or provided for pedestrians and vehicular traffic through the entire parcel known as The Townhouses of Plantation Condominium.

C. Recreational purposes, pedestrian access, over, across, upon, in and through the drives, entries, gates, walks, grounds, and other portions in the paved surface, green and open areas as shown in the proposed Plot Plan of The Townhouses of Plantation Condominium attached as exhibit to this declaration of condominium or any other plan adopted thereafter.

D. Support: An easement of support and of necessity is reserved for the benefit of each Unit and the Common Elements, and each Unit shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

E. Encroachments: An easement is created for the existence and maintenance of any encroachment (i) by any portion of the Common Elements upon any Unit, (ii) by any Unit (or Limited Common Elements appurtenant thereto) upon any other Unit or upon any portion of the Common Elements, or (iii) occurring as a result of (A) construction of the Improvements, (B) settling or shifting of the Improvements, (C) any alteration or repair to the Common Elements made by or with the consent of the Association, or (D) any repair or restoration to the Improvements or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings. Such easements shall continue for so long as the Improvements shall stand.

F. Construction; Maintenance: Developer (including its designees, contractors, successors and assigns) shall have the right, in its sole discretion, from time to time, to enter the Condominium Property and take all necessary action to construct, rebuild and restore the units by virtue of fire and casualty.

G. Further Easements: The Association shall have the right and authority at any time by action of its Board to dedicate, convey or grant easements and execute and deliver bills of sale or warranty deeds or execute such other documents as may be necessary, or do any or all of the foregoing in connection with the water and sewage distribution and facilities located on or under the Condominium property. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the appropriate municipal authorities for said water and sewage distribution system and facilities so that such authorities will maintain and operate the said water and sewage distribution system and facilities.

H. Easement Savings Clauses: An easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium, shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be

substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners of this Condominium do hereby designate the Association acting through its Board as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

XXIII. Additional Mortgage Provisions.

Additional Rights of Institutional Mortgagees: In addition to all other rights set forth in this Declaration, Institutional Mortgagees shall have the right, upon written notice to the Association, to:

- A. Examine the Association's books and records during normal business hours;
- B. Receive current copies of the Declaration, Bylaws and other rules governing the condominium, and other books, records and financial statements;
- C. Receive a statement of income and expenses of the Association within ninety (90) days after the end of its fiscal year, and conduct an audit of the Association at its own cost;
- D. Receive notice of Association meetings and attend such meetings;
- E. Receive notice of an alleged default by an Owner upon whose Unit such Institutional Mortgagee holds a mortgage, which is not cured within sixty (60) days after notice of default to such Owner;
- F. Receive notice of any substantial damage or loss to any portion of the Condominium Property and any Condemnation loss;
- G. Receive notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- H. Receive notice of any proposed action that requires the consent of a specified percentage of eligible mortgage holders.
- I. Receive notice of any proposed Termination of the condominium regime;
- J. Receive notice of any proposed amendment of the condominium instruments effecting a change in:
 1. The Boundaries of any unit or the exclusive easement rights appertaining thereto;
 2. The interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto;
 3. The number of votes in the owners association appertaining to any unit; or
 4. The purposes to which any unit or common elements are restricted.

All provisions of an Institutional Mortgage shall take precedence over the provisions of this Declaration, unless and to the extent that same is viewed to be contrary to or prohibited by applicable law from time to time. No breach of any of the provisions contained in the Declaration shall defeat or adversely affect the lien of any institutional mortgage at any time made in good faith and for a valuable consideration upon any unit.

Notwithstanding any provision contained in the Condominium Documents to the contrary:

- K. No Amendment shall operate to unlawfully discriminate against any Unit or class or group of Units.

L. No Amendment shall diminish or impair any of the rights privileges power and/or option provided in this Declaration in favor of, or reserved to, record owner of any institutional Mortgagee unless the particular Mortgagees shall join and consent in the execution of the amendment. However, such consent may not be unreasonably withheld.

M. No amendment shall change a Unit proportionate share of the common expenses or common surplus nor the voting rights or any other appurtenances to any Unit, unless the vote and approval required by F.S. 718.110(4) are obtained.

N. Except for matters under F.S. 718.110(4) and 718.110(8), the Developer shall be permitted to unilaterally amend this Declaration without the approval of any Owner and the Association so long as the Developer is in control of the Board or Directors of the association and no amendment to this Declaration which impairs or removes any reservation rights or privileges of the Developer or its designees shall be effective unless the Developer shall join and consent to the amendment. The approval of the Developer alone shall be permitted without the approval of any Owner of the Association where it is specifically provided for the Declaration as reserved to the Developer.

O. Any amendment to the Declaration pertaining to the following shall require a vote of 67% of the voting interests of those members of the association present in person or by proxy and voting at a member meeting where a vote of the member other than the Developer is required under this Declaration:

1. Assessments basis or assessment liens.
2. Any method of imposing or determining any changes to be levied against individual Owners.
3. Reserves for maintenance repair or replacement of common area improvement.
4. Maintenance obligation.
5. Allocation of right to use common areas.
6. Any scheme of regulation or enforcement of standards for maintenance of architectural design or exterior appearance of improvement of Units.
7. Reduction of insurance requirement.
8. Restoration or repair of common elements.
9. The addition, annexation or withdrawal of land to or from the Condominium.
10. Voting rights.
11. Restrictions affecting leasing or sale of Unit.
12. Any provision which is for the express benefit for mortgagees.

P. Notwithstanding any provisions contained in these condominium documents, consent shall be deemed given by the mortgage holders if the mortgage holders do not respond to any written purposes for any amendment within 30 days after it received proper notice. Proper notice shall be deemed given if notice was delivered by certified or registered mail with a return receipt requested.

Q. The mortgage holders, insurer, or guarantor of mortgage shall receive timely written notice of the following.

1. Any condemnation or casualty loss that affects either a substantial portion of the condominium or the unit securing its mortgage.

2. Any 60 day delinquency in paying assessments or charges owed by the owner of any unit on which it holds the mortgage.
3. A lapse, cancellation, or substantial modification of any insurance policy or fidelity bond maintained by the owners association.
4. Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To be entitled to receive this information, the mortgage holder, insurer, or guarantor must send a written request to the owners association stating the name and address of the interested party and the unit number or address of the unit on which it holds the mortgage. Proper notice shall be deemed given if notice was delivered by certified or registered mail with a return receipt requested.

XXXIV. Condemnation.

A. Deposit of Awards with Insurance Trustee: For purposes of this Declaration, the taking of portions of the condominium property by the exercise of the power of eminent domain or purchase in lieu thereof ("Taking") shall be treated as a casualty. The awards for a Taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee even if the awards may be payable to Unit Owners.

B. Determination Whether to Continue Condominium: The determination whether or not to continue the Condominium will be made in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty.

C. Disbursement of Funds: If the Condominium is terminated after a Taking, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds as if the Condominium is terminated after a casualty. If the Condominium is not terminated after a Taking, the size of the Condominium will be reduced and the property damaged by the Taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty by the Insurance Trustee unless elsewhere provided in this Article.

D. Unit Reduced but Habitable: If the Taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Board of Directors of the Association), the award for the Taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

1. Distribution of Surplus: The award for the Taking of the Unit, if any, shall be distributed to the Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
2. Adjustment of Shares in Common Elements: If the floor area of the Unit is reduced by the Taking, the percentage representing the share in the Common Elements, the Common Expenses and Common Surplus attributable to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the Taking, and the denominator of which shall be the area in square feet of the Unit before the Taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:
 - a. add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentages Balance"); and
 - b. divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

E. Unit Uninhabitable: If the Taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Board of Directors of the Association), then the award for the Taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

1. Payment of Award: The award for the Taking shall be paid to the extent available: first, to the applicable Institutional First Mortgages in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions for a specific Unit exceed the market value of such Unit immediately prior to the Taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

2. Addition to Common Elements: The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible for use by all of the Unit Owners in the manner approved by the Board of Directors. If the cost of such work shall exceed the balance remaining of the fund from the award for the Taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

3. Adjustment of Shares: The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares among the reduced number of Unit Owners (and among reduced Units) as follows:

- a. add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section D(2) (the "Percentage Balance"); and
- b. divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section D(2), by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

4. Assessments: If the balance of the award for the Taking (after payments to the Unit Owner and such Owner's mortgagees as above provided) is not sufficient to alter the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners after the changes in the Condominium effected by the Taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected by reason of the Taking.

5. Arbitration: If the market value of a Unit prior to the Taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the Taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustment to such shares affected by reason of the Taking.

6. Taking of Common Elements: Awards for the Taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. If the cost of such work shall exceed the balance of the funds from the awards for the Taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements, if any shall be distributed to the unit Owners in proportion to the shares in which they own the Common Elements after adjustments to these shares by reason of the Taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

7. Amendment of Declaration: The changes in Units, the Common Elements and in the ownership of the Common Elements and the adjustment to the shares in the Common Expenses and Common Surplus that are effected by the Taking shall be evidenced by an amendment to this Declaration approved by, and executed at the direction of, a majority of the Board.

XXV. Warranties.

Pursuant to Section 718.504 (16) (a) and (b) of the Florida Statutes, this Condominium is created by conversion of existing improvements. The Condominium is the conversion of an existing apartment building to the Condominium form of ownership and is not new construction. The Developer owned the Condominium building for a short period of time prior to the conversion. The Developer does not represent to be intimately familiar with the building and units and intends to make no more than cosmetic renovations to the Units and Common Elements for the Condominium building. Thus, other than the Condominium Conversion Report contained in Exhibit "11" given to the buyer of each unit in the declaration required pursuant to Florida Statute Section 718.616 Florida Statutes, the developer makes no representations or warranties with regard to the condition of the Condominium buildings. The Developer will fund the converter reserves as required under the rules promulgated pursuant to the Act. There are no express warranties unless they are stated in writing by the Developer. The opinions of the engineer are subject to reasonable debate and do not constitute a warranty or representation as to the condition of the Condominium.

Developer hereby disclaims any and all express or implied warranties as to design, construction, furnishing and equipping of the Condominium property except only those set forth in Section 718.203 of the Act, to the extent applicable and to the extent that the same have not expired by their terms as such warranties which cannot be disclaimed, and other claims, if any, which can be made as to the aforesaid matters. All incidental and consequential damages arising therefrom are hereby disclaimed.

All unit owners by virtue of their acceptance of title to the respective units (whether from the developer of another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages.

Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents") the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the Health, Safety or Welfare of any Owner, Occupant or User of any portion of the Condominium Property, including, without limitation, residents and their guests, invitees, agents, servants, contractors or subcontractors or for any property of such persons. Without limiting the generality of the foregoing: (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Condominium Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property 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, the State of Florida, Broward County and/or any other jurisdiction or the prevention of tortuous activities; (c) any provisions of the Association documents 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 to protect or further the health, safety and/or welfare of any person(s), even if Assessment Funds are chosen to be used for any such reason.

Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or a lien upon, or making any use of, any portion of the Condominium Property (by virtue of accepting such interest or lien or making such uses) 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 in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee and Board Members, Employees, Agents, Contractors (including management companies), sub-contractors, successors and/or assigns. The provisions of this Article shall inure to the benefit of the Developer and its affiliates, which shall be fully protected hereby.

XXVI.

Miscellaneous

A. Applicability of Declaration of Condominium: All present or future owners, tenants or any other persons who might use the facilities of the condominium in any manner, are subject to the provisions of this declaration and the mere acquisition or rental of any unit, or the mere act of occupancy of any unit shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

B. Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership. In the event of any conflict between the provisions of the Declaration and the Condominium Act, the provisions of Florida Statute Chapter 718 shall prevail.

C. Parties Bound: The restrictions and burdens imposed by this Declaration are intended to and shall constitute covenants running with the land and shall constitute an equitable servitude upon each unit and its appurtenant undivided interest in common elements and this Declaration shall be binding upon developer, its successors and assigns and upon all parties who may subsequently become owners of units in the condominium and their respective heirs, legal representatives, successors and assigns.

D. Right of access to units: The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed and its seal affixed by its undersigned duly authorized officers on the date set forth above.

In the presence of:

Signature of Witness

Name of Witness (Please Print)

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

Signature of Witness

Advenir, LLC, a Florida Limited Liability
Company

Name of Witness (Please Print)

Stephen L. Vecchitto, Manager

Signature of Witness

Neil S. Rollnick, Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by Stephen L. Vecchitto, and Neil S. Rolnick, the Managing members of Advenit, LLC, a Florida Limited Liability Company the managing members of Advenit@Townhouses, LLC, a Florida Limited Liability Company on this _____ day of _____, 2002, who is (or are) personally known to me or who has produced **Driver's License** as identification and who did(did not) take an oath.

Name of Notary

Exhibit "1"
to the
Declaration of Condominium

The Townhouses of Plantation, a Condominium

Legal Description, Surveyor's Notes and Certificate

LEGAL DESCRIPTION

Tract "D", LESS the North 165 feet thereof, (as measured along the East line of said Tract "D"), BREEZESWEPT PARK ESTATES, according to the plat thereof, as recorded in Plat Book 47, Page 29, of the public records of Broward County, Florida.

TOGETHER WITH:

Tracts "F" and "G", of said Plat of BREEZESWEPT PARK ESTATES.

TOGETHER WITH:

Tract "E", of said BREEZESWEPT PARK ESTATES, LESS the

following

described parcel:

The Eastern 161 feet more or less of Tract "E", Block 40, of said BREEZESWEPT PARK ESTATES, more particularly described as follows:

Beginning at the intersection of the West right-of-way line of N. W. 46 Avenue and the South right-of-way line of N. W. Ninth Drive, as shown by the said plat of BREEZESWEPT PARK ESTATES;

thence West along the said South right-of-way line 120 feet to a point of curvature of a curve to the right, said curve having a radius of 295 feet and a central angle of 8° 01' 00"; thence continue along said curve to the right for an arc distance of 41.28 feet; thence Southwesterly along a line radial to the last described curve, 120 feet to the Southerly line of said Tract "E"; thence Easterly on the South line of said Tract "E", along a curve to the left, said curve having a radius of 415 feet and a central angle of 8° 01' 00"; thence continue along said curve to the left for an arc distance of 58.07 feet to a point of tangency; thence Easterly parallel to the said South right-of-way line 30 feet; thence Southerly parallel to the East line of said Tract "E" 15 feet; thence Easterly parallel to the said South right-of-way line 90 feet to the said West right-of-way line of N. W. 46 Avenue; thence Northwesterly along the said West right-of-way line 135 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

CERTIFICATE OF SURVEYOR:

- 1) LANDS SHOWN HERON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT OF WAY RECORDS, EXCEPT AS SHOWN HEREON IF ANY.
- 2) NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES, FOOTINGS OF BUILDINGS, WALLS OR FENCES, EXCEPT AS SHOWN HERON, IF ANY.
- 3) THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES EXCEPT AS SHOWN HERON, IF ANY.
- 4) THE NORTH ARROW AND BEARINGS SHOWN HERON ARE BASED ON AN ASSUMED VALUE OF N 01°44'05" W ALONG THE CENTER LINE OF N. W. 46TH AVENUE (EAST LINE W/2 SEC. 1-50-41), PLANTATION, FLORIDA. ALL OTHER BEARINGS ARE RELATIVE THERETO.
- 5) AREA OF SITE: 9.0156 ± ACRES.
- 6) PLANS SHOWN HERON WERE COMPILED FROM ACTUAL FIELD DATA OBTAINED BY "J. H. MANUCKY INC."

SURVEYOR'S NOTES

THAT UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR, DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN THE TOWNHOUSES OF PLANTATION, A CONDOMINIUM AS SHOWN HERON IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS COMPRISING EXHIBIT "2" OF THE DECLARATION OF CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

THE UNDERSIGNED FURTHER CERTIFIES THAT ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS AND COMMON ELEMENTS FACILITIES HAVE BEEN SUBSTANTIALLY COMPLETED.

J. H. MANUCKY INC.

BERNABE K. HERNANDEZ

REGISTERED LAND SURVEYOR NO. 2905

STATE OF FLORIDA

NOTES:

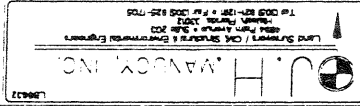
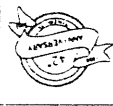
- 1) THIS CERTIFICATION IS ONLY FOR THE LAND AS SHOWN HEREON.
- 2) THIS IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM FOR ENCUMBRANCES.
- 3) THIS CERTIFICATE IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT 2

The Townhouses of Plantation, a Condominium

47TH N.W. AND 3RD COURT PLANTATION, FLORIDA 33317

PROJECT NAME



DATE	REVISIONS

DATE	APR 1, 2003
DRAWN BY	
CHECKED BY	
SCALE	
FIELD BOOK A-M, PLS. 50 TO 54	
ORDER NO.	10000

2

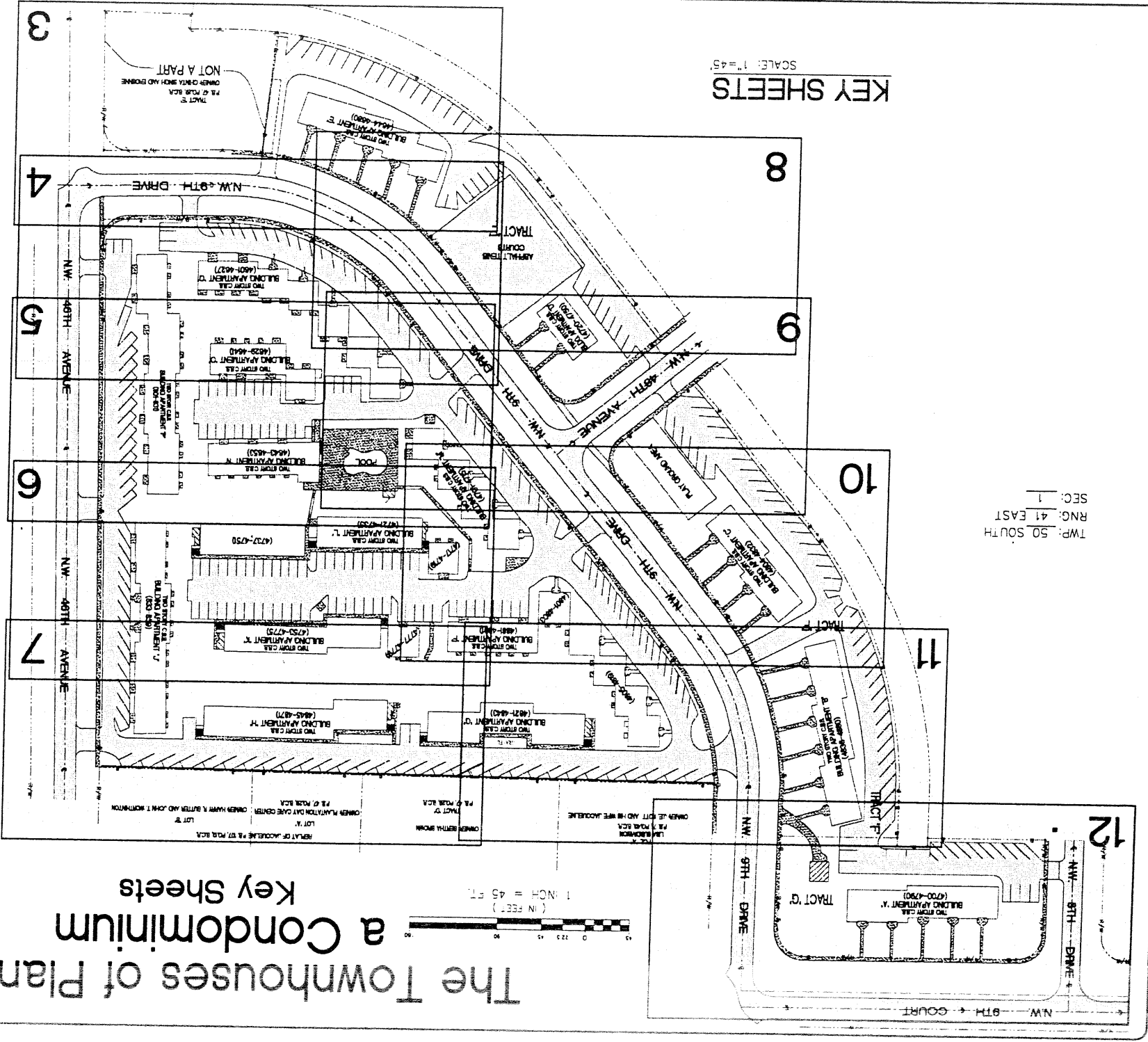
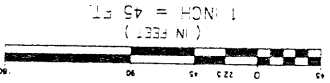
NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMALS OF FEET.

(C) COPYRIGHT NOTICE: ALL DRAWINGS AND SPECIFICATIONS SHOWN AND DEPICTED ON THIS PLAN IS THE PROPERTY OF J.H. MANUCKY, INC. NOT TO BE UTILIZED BY OWNER OR OTHER PARTIES EXCEPT BY WRITTEN AGREEMENT WITH J. H. MANUCKY, INC.

Exhibit "2"

The Townhouses of Plantation a Condominium

Key Sheets



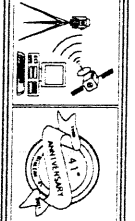
KEY SHEETS
SCALE: 1"=45'

TWP: 50 SOUTH
RNG: 41 EAST
SEC: 1

- ### LEGEND
- EXISTING BUILDING
 - CONC. SIDEWALK
- ### ABBREVIATIONS:
- OE OVERHEAD ELECTRIC
 - FD FOLDED
 - FB PLANT BOOK
 - FG FACE
 - R/W RIGHT OF WAY
 - MS MEASURED
 - PL PLAT
 - ELECT. ELECTRICAL
 - RECORD
 - (C) CALCULATED
 - (B) BUILDING
 - (P) PROPERTY LINE
 - PP POWER POLE
 - WM WATER METER
 - AC AIR CONDITIONER
 - Q CENTRALINE
 - WD WOOD
 - CLF CHAIN LINK FENCE
 - CLR CLEAR
 - BLV ELEVATION
 - DI DRAINAGE INLET
 - COL COLUMN
 - CBS CONCRETE BLOCK STRUCTURE
 - R RADIUS
 - T TANGENT
 - CH CHORD
 - CHB CHORD BEARING
 - A ARC DISTANCE
 - BW BRASS WASHER
 - P.K. PARKER KILN
 - DELTA
 - CONC CONCRETE
 - WM WATER METER

EXHIBIT "2"

J.H. MANUCY, INC.
 Licensed Professional Engineer
 14100 NW 10th St., Suite 200
 Fort Lauderdale, FL 33305
 Phone: (305) 555-1100
 Fax: (305) 555-1105



The Townhouses of Plantation, a Condominium
 47th N.W. AND 9th COURT PLANTATION, FLORIDA 33317

DATE	ALPHA 2000
DRAWN	E.T.
CHEKED	B.H.A.
SCALE	" = 1"
FILE NO.	14100 NW 10th St., Suite 200 Fort Lauderdale, FL 33305
ORDER NO.	102300
IN	4.4

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The Townhouses of Plantation, a Condominium

Legal Description, Surveyor's Notes and Certificate

LEGAL DESCRIPTION

Tract "D", LESS the North 165 feet thereof, (as measured along the East line of said Tract "D"), BREEZESWEPT PARK ESTATES, according to the plat thereof, as recorded in Plat Book 47, Page 29, of the public records of Broward County, Florida.

TOGETHER WITH:

Tracts "F" and "G", of said Plat of BREEZESWEPT PARK ESTATES. TOGETHER WITH:

Tract "E", of said BREEZESWEPT PARK ESTATES, LESS the following

described parcel:

The Eastern 161 feet more or less of Tract "E", Block 40, of said BREEZESWEPT PARK ESTATES, more particularly described as follows:

Beginning at the intersection of the West right-of-way line of N. W. 46 Avenue and the South right-of-way line of N. W. Ninth Drive, as shown by the said plat of BREEZESWEPT PARK ESTATES;

thence West along the said South right-of-way line 120 feet to a point of curvature of a curve to the right, said curve having a radius of 295 feet and a central angle of 8° 01' 00"; thence continue along said curve to the right for an arc distance of 41.28 feet; thence Southwesterly along a line radial to the last described curve, 120 feet to the Southerly line of said Tract "E"; thence Easterly on the South line of said Tract "E", along a curve to the left, said curve having a radius of 415 feet and a central angle of 8° 01' 00"; thence continue along said curve to the left for an arc distance of 58.07 feet to a point of tangency; thence Easterly parallel to the said South right-of-way line 30 feet; thence Southerly parallel to the East line of said Tract "E" 15 feet; thence Easterly parallel to the said South right-of-way line 90 feet to the said West right-of-way line of N. W. 46 Avenue; thence Northerly along the said West right-of-way line 135 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

SURVEYOR'S NOTES

- 1) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHT OF WAY RECORDS, EXCEPT AS SHOWN HEREON IF ANY.
- 2) NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES, FOOTINGS OF BUILDINGS, WALLS OR FENCES, EXCEPT AS SHOWN HEREON, IF ANY.
- 3) THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES EXCEPT AS SHOWN HEREON, IF ANY.
- 4) THE NORTH ARROW AND BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED VALUE OF N 01°44'05" W ALONG THE CENTER LINE OF N. W. 46TH AVENUE (EAST LINE W ½ SEC. 1-50-41), PLANTATION, FLORIDA, ALL OTHER BEARINGS ARE RELATIVE THERETO.
- 5) AREA OF SITE: 9.0156 ± ACRES.
- 6) PLANS SHOWN HEREON WERE COMPILED FROM ACTUAL FIELD DATA OBTAINED BY "J. H. MANUCKY, INC."

CERTIFICATE OF SURVEYOR:

THAT UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR, DULY AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS WITHIN: THE TOWNHOUSES OF PLANTATION, A CONDOMINIUM AS SHOWN HEREON IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS COMPRISING EXHIBIT "2" OF THE DECLARATION OF CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND THE UNDERSIGNED FURTHER CERTIFIES THAT ALL PLANNED IMPROVEMENTS, INCLUDING COMMON ELEMENTS TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS AND

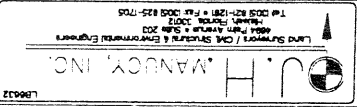
J. H. MANUCKY, INC.
 BERNABE A. HERNANDEZ
 REGISTERED LAND SURVEYOR No. 2905
 STATE OF FLORIDA
 NOTES:

1) THIS CERTIFICATION IS ONLY FOR THE LAND AS SHOWN HEREON.
 2) THIS IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM FOR ENCUMBRANCES.
 3) THIS CERTIFICATE IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT "2"

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET

DATE	REVISIONS

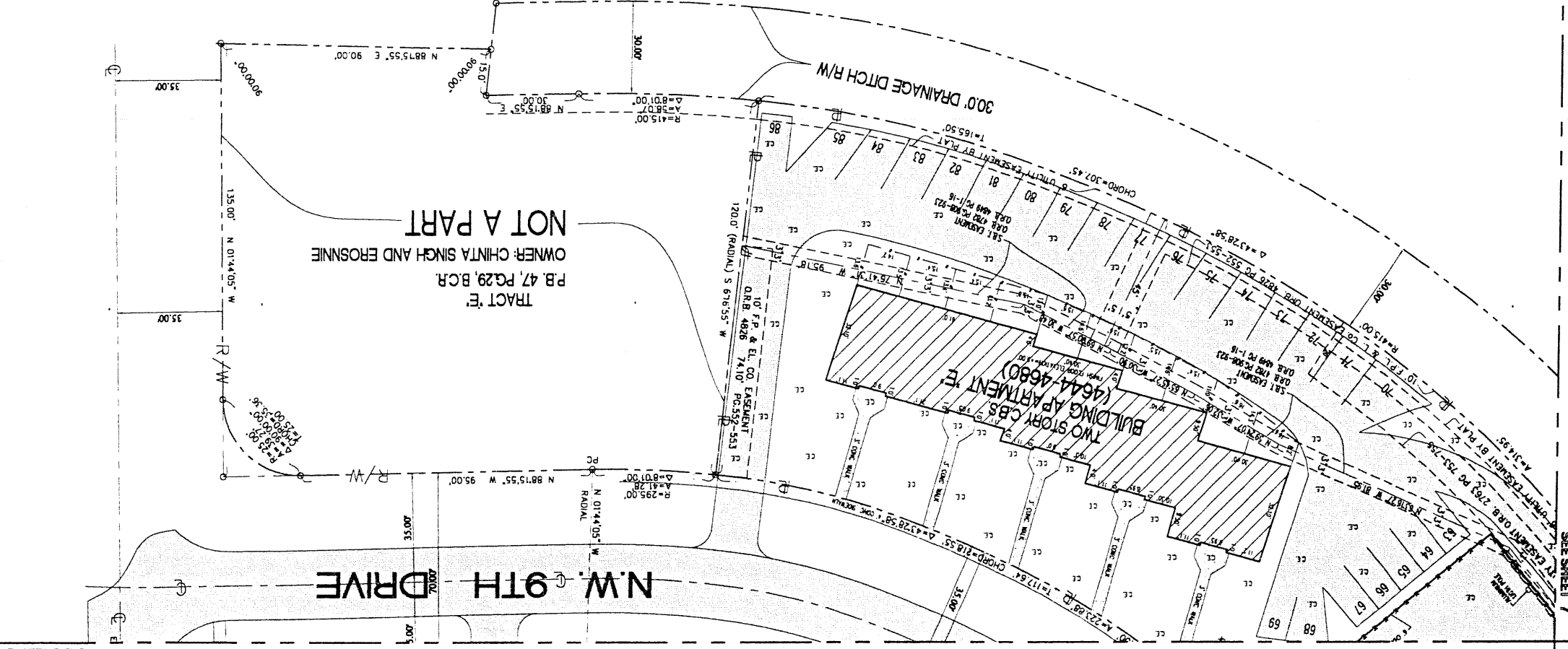
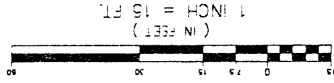


PROJECT NAME: **The Townhouses of Plantation, a Condominium**
 47TH N.W. AND 9TH COURT PLANTATION, FLORIDA 33317

DATE: **AUG 1, 2003**
 DRAWN: **ELI**
 CHECKED: **BRYAN**
 SCALE: **N.T.S.**
 FIELD BOOK: **A-547, PG. 30 TO 34**
 ORDER NO.: **10000**

The Townhouses of Plantation, a Condominium

Survey-Site Plan, Graphic Description



TRACT 'E'
 P.B. 47, PG.29, B.C.R.
 OWNER: CHINTA SINGH AND EROSNIE
 NOT A PART

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET

EXHIBIT " 2 "

DATE	REVISIONS	BY

J.H. MANUCK, INC.
 LAND SURVEYING / CIVIL ENGINEERING & ENVIRONMENTAL ENGINEERING
 10000 N.W. 11th Street, Suite 200
 Fort Lauderdale, Florida 33322
 Phone: (954) 571-1211 • Fax: (954) 571-1205



PROJECT NAME: **The Townhouses of Plantation, a Condominium**
 47th N.W. AND 9th COURT PLANTATION, FLORIDA 33317

DATE: AUG 1, 2000
 DRAWN: E.T.
 CHECKED: B.H.A.
 SCALE: 1"=15'
 FIELD BOOK: A-547, PG. 50 TO 54
 ORDER NO.: 104200



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SEE SHEET 3

SEE SHEET 7

The Townhouses of Plantation, a Condominium

Survey-Site Plan, Graphic Description

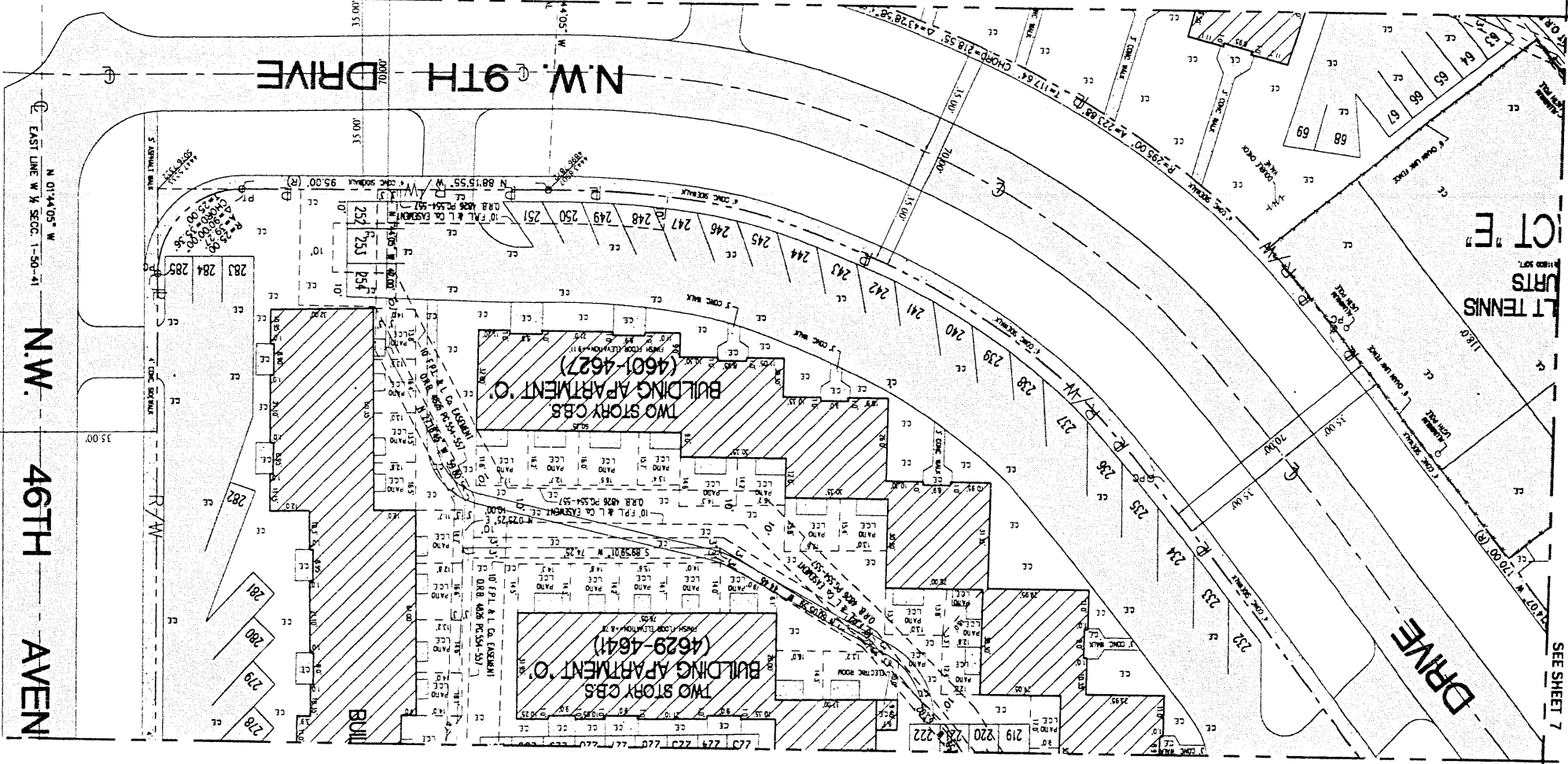
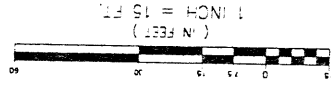
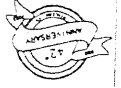
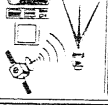


EXHIBIT "2"

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET.

DATE	REVISIONS	BY

J.H. MANUCKY, INC.
 LAND SURVEYING / CIVIL ENGINEERING & ENVIRONMENTAL ENGINEERING
 1100 S.W. 11th Street, Suite 201, Ft. Lauderdale, FL 33304
 TEL: (954) 561-1111 FAX: (954) 561-1112



PROJECT NAME: **The Townhouses of Plantation, a Condominium**
 47th N.W. AND 9th COURT PLANTATION, FLORIDA 33317

DATE	SCALE	CHECKED	DRAWN
11/11/09	1" = 15'	B.H.A.	E.T.

4

SEE SHEET 2

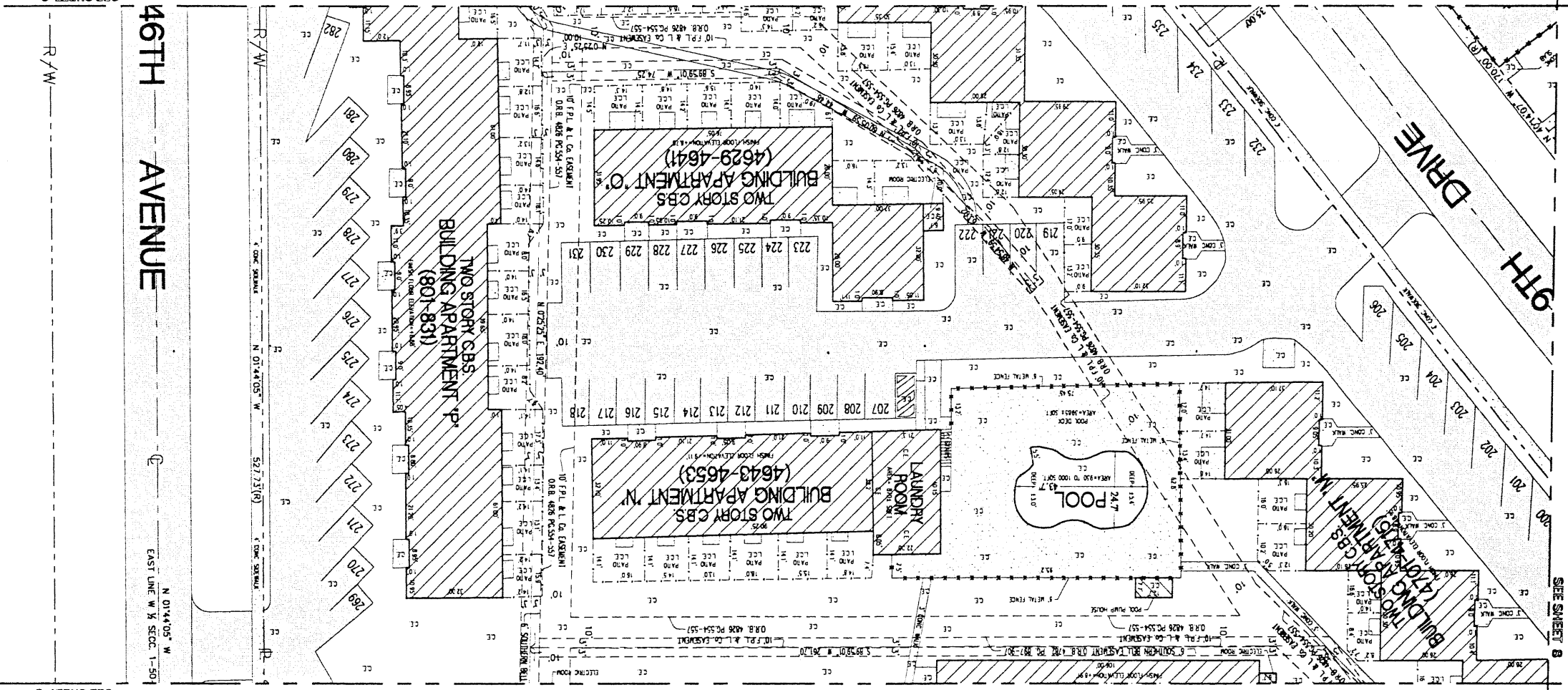
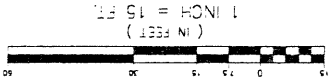
SEE SHEET 4

SEE SHEET 7

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The Townhouses of Plantation, a Condominium

Survey-Site Plan, Graphic Description



SEE SHEET 3

46TH AVENUE

9TH DRIVE

SEE SHEET 5

SEE SHEET 8

EXHIBIT " 2 "

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET.

<p>DATE: AUG 5, 2003 DRAWN: E.T. CHECKED: B.A. SCALE: 1"=15' FIELD BOOK: A-547, PD. 26 TO 34 ORDER NO. 19620</p>		<p>PROJECT NAME: The Townhouses of Plantation, a Condominium</p> <p>4711 N.W. AND 9TH COURT PLANTATION, FLORIDA 33317</p>	<p>LAND SURVEYOR'S SEAL AND SIGNATURE J.H. MANCOX, INC. Professional Land Surveyor No. 12015 Florida, 2003 F.L.S. 000125-705</p>	<p>DATE: _____ REVISIONS: _____</p>
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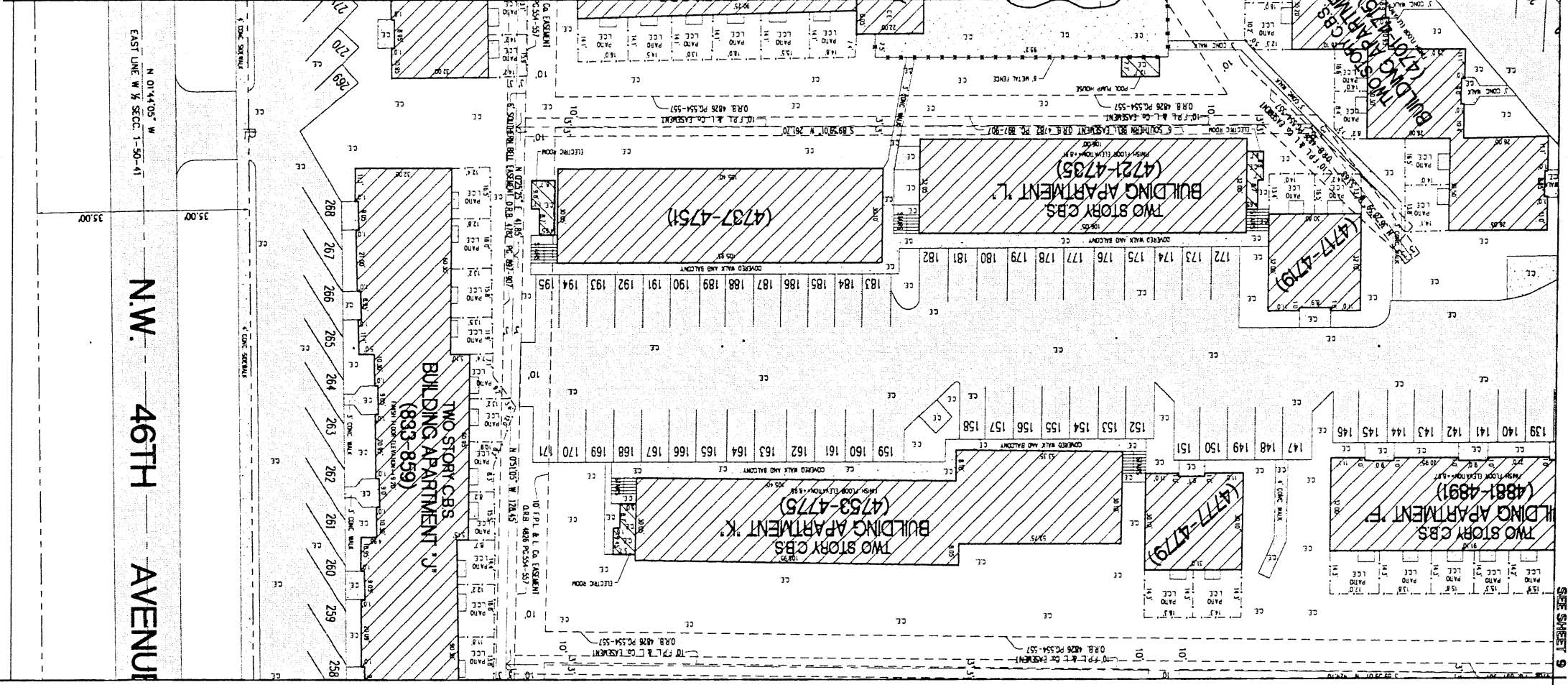
(C) COPYRIGHT NOTICE: ALL DRAWINGS AND SPECIFICATIONS SHOWN AND DECIDED ON THIS PLAN IS THE PROPERTY OF J.H. MANCOX, INC. NOT TO BE UTILIZED BY OWNER OF OTHER PARTIES EXCEPT BY WRITTEN AGREEMENT WITH J.H. MANCOX, INC.

The Townhouses of Plantation, a Condominium

Survey-Site Plan, Graphic Description



(IN FEET)
1 INCH = 15 FT.



SEE SHEET 9

N.W. 46TH AVENUE

N 01°44'05" W
EAST LINE W 1/2 SEC. 1-50-41

SEE SHEET 4

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET

DATE: REVISIONS: BY:

PROJECT NAME: The Townhouses of Plantation, a Condominium

J.H. MANUCK, INC.
LAND SURVEYOR / CIVIL ENGINEER & ENVIRONMENTAL ENGINEER
11008 227-128th St. #100, Fort Myers, FL 33905
TEL: 889-827-1281 • FAX: 889-827-1705



PROJECT NAME: The Townhouses of Plantation, a Condominium
47TH N.W. AND 2TH COURT PLANTATION, FLORIDA 33317

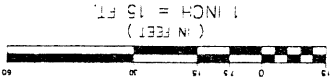
DATE: AUG 5, 2003
DRAWN: B.T.
CHECKED: B.L.A.
SCALE: 1"=15'
FIELD BOOK: A-541, PG. 30 TO 34
ORDER NO.: 104200

OF 2 SHEETS

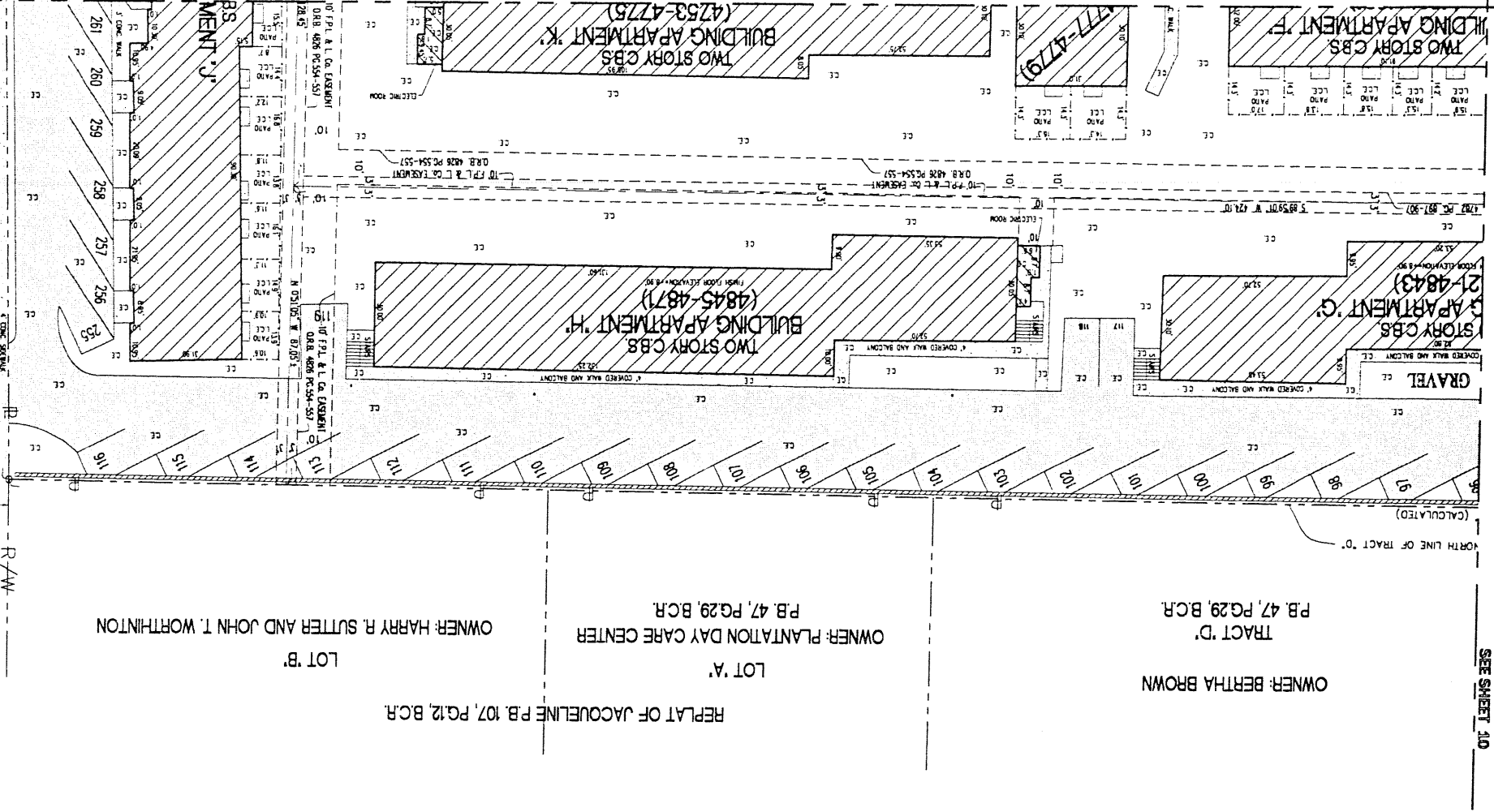
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The Townhouses of Plantation, a Condominium

Survey-Site Plan, Graphic Description



SEE SHEET 10



OWNER: BERTHA BROWN
TRACT 'D',
P.B. 47, PG.29, B.C.R.

OWNER: PLANTATION DAY CARE CENTER
P.B. 47, PG.29, B.C.R.

REPLAT OF JACQUELINE P.B. 107, PG.12, B.C.R.

LOT 'A'

OWNER: HARRY R. SUTTER AND JOHN T. WORTHINGTON
LOT 'B'

AVENUE

N 01°44'05" W
EAST LINE W X SEC. 1-50-41

R/W

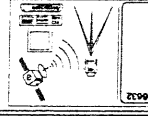
SEE SHEET 9

EXHIBIT "2"

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET.

DATE	REVISIONS

J.H. MANUCKY, INC.
LAND SURVEYOR / CIVIL SURVEYOR & ENVIRONMENTAL ENGINEER
4800 NORTH WINDYBUSH BLVD.
SUITE 100
TALLAHASSEE, FLORIDA 32309
TEL: 904-881-1251 • FAX: 904-881-7005



PROJECT NAME: **The Townhouses of Plantation, a Condominium**
47th N.W. AND 9th COURT PLANTATION, FLORIDA 33317

DATE: AUG 5, 2003
DRAWN: B.T.
CHECKED: B.F.A.
SCALE: 1"=15'
FIELD BOOK: A-147, PG. 50 TO 54
ORDER NO.: 104200
OF 22 SHEETS

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The Townhouses of Plantation, a Condominium

Survey-site Plan, Graphic Description

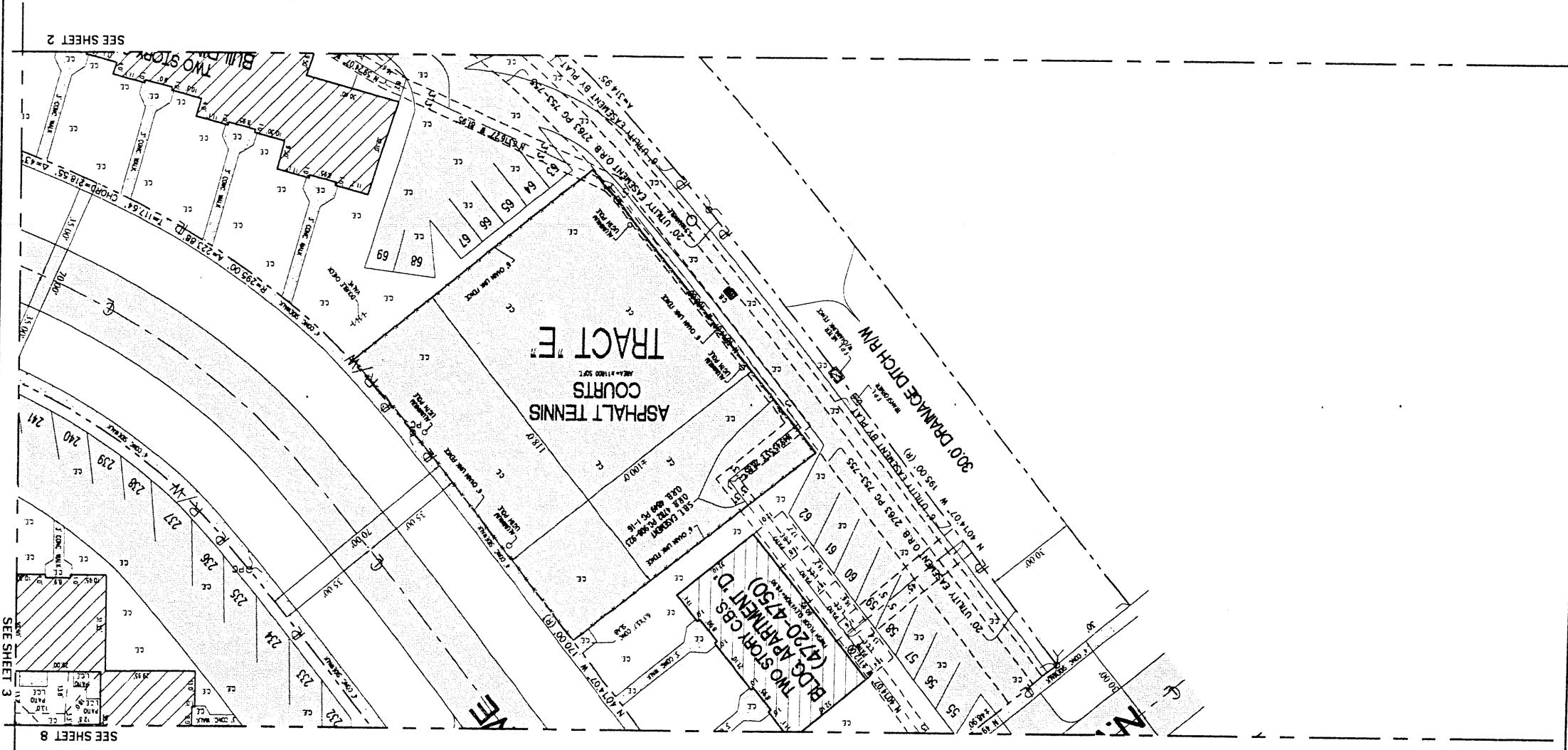
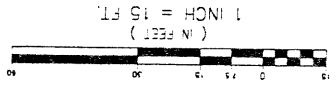
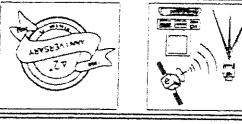


EXHIBIT " 2 "

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET.

DATE	REVISIONS

J.H. MANUCKY, INC.
 LAND SURVEYOR / CIVIL ENGINEER & ENVIRONMENTAL ENGINEER
 4604 Palm Avenue • Suite 203
 Palm Beach Gardens, Florida 33418
 TEL: 561-955-1100 FAX: 561-955-1700



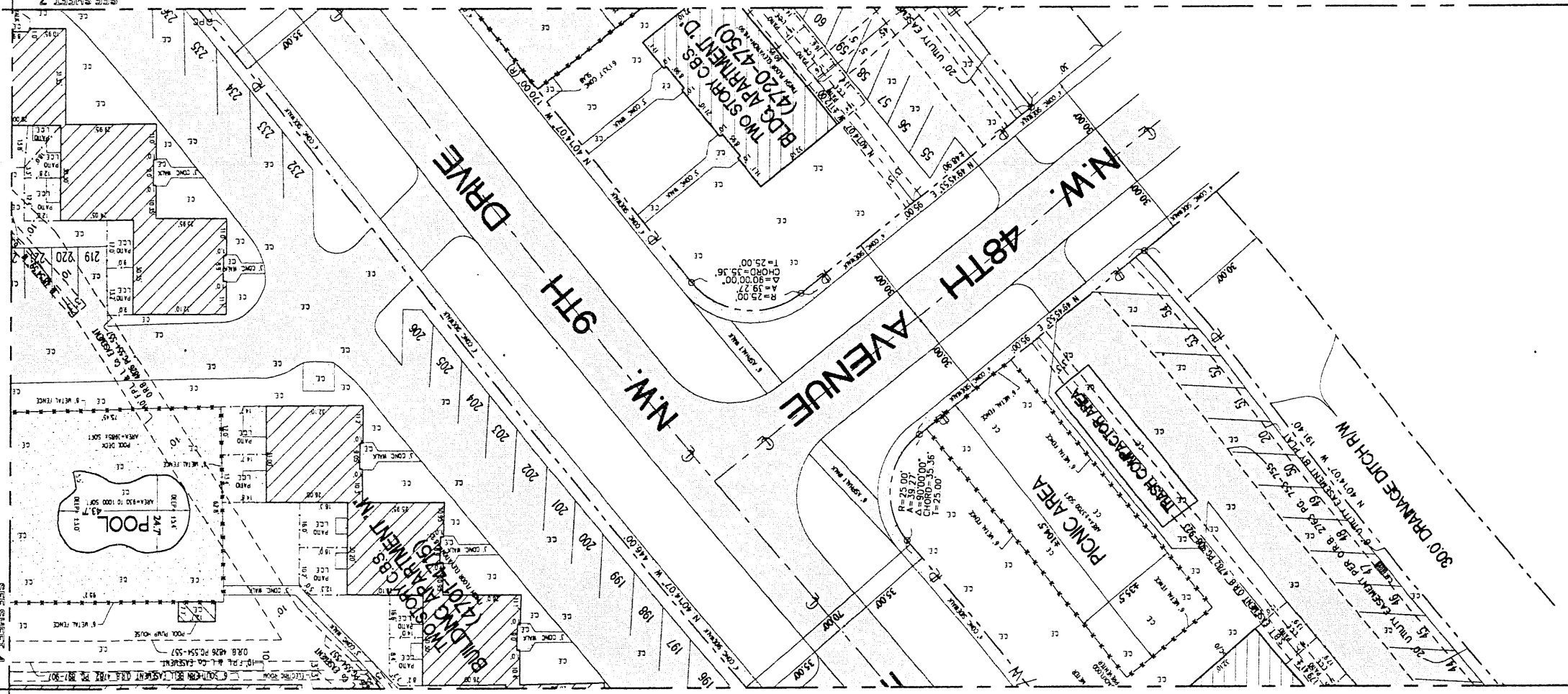
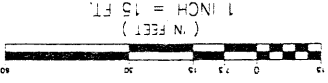
PROJECT NAME: **The Townhouses of Plantation, a Condominium**
 47TH N.W. AND 9TH COURT PLANTATION, FLORIDA, 33517

DATE: AUG. 5, 2001
 DRAWN BY: J.T.
 CHECKED BY: B.H.A.
 SCALE: AS SHOWN
 FIELD BOOK: 4587 PG. 19 TO 24
 ORDER NO.: 104200

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The Townhouses of Plantation, a Condominium

Survey-Site Plan, Graphic Description



SEE SHEET 9

SEE SHEET 4

SEE SHEET 7

NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMAL OF FEET.

DATE	REVISIONS	BY

J.H. MANUCKY, INC.

 LIMITED LIABILITY CORPORATION

 1405 S.W. 10th St. - Ft. Lauderdale, FL 33304

 Phone: (954) 547-1100

 Fax: (954) 547-1100

J.H. MANUCKY, P.E.

 PROFESSIONAL ENGINEER

 STATE OF FLORIDA

PROJECT NAME: The Townhouses of Plantation, a Condominium

47th N.W. AND 9th COURT PLANTATION, FLORIDA, 33317

DATE: AUG 5, 2000

DRAWN BY:

CHECKED BY:

SCALE: 1"=15'

FIELD BOOK: A-547, PG. 26 TO 34

ORDER NO.: 104200

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