

State of Florida

Department of State

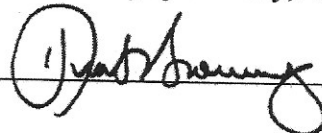
I certify from the records of this office that PELICAN PARK 6761 ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on December 22, 2000.

The document number of this corporation is N00000008468.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 6, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Twenty Seventh day of January, 2011*



Secretary of State



Authentication ID: 000189998700-012711-N00000008468

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

PELICAN PARK ASSOCIATION

Rules and Regulations

Owners and Tenants agree as follows:

PARKING

Each Bay has two (2) Parking Spaces assigned and designated by the number of each Bay and a space in front of each Bay's garage door. Parking is **NOT** permitted in any other Bay's spaces, even if vacant. These parking spaces belong to and are the property of each individual Bay. Vehicles may be towed at the owner's expense if illegally parked.

GUEST PARKING SPACES

No parking on a full time basis is permitted in Guest Parking spaces. Guest Parking spaces are reserved for use by guests and on a short term basis.

HANDICAP PARKING SPACES

Handicapped spaces are governed by the Police and therefore they can issue fines of \$250 and more. Please keep these spaces available for the handicapped.

DUMPSTERS

Front Dumpster is for **CARDBOARD Only**. **NO Trash!** All cardboard should be broken down and placed in this dumpster, not the rear dumpster.

Rear Dumpster is for garbage and refuse that is **generated** by Pelican Park unit Owners or Tenants **on premises**. *No outside refuse or garbage* may be brought to the premises and dumped.

No building materials, doors, lumber, concrete, carpeting, hazardous waste may be placed in dumpster, as per Waste Management. These materials must be taken to another dump site.

Dumpster Lid must be kept closed and locked at all times. Do Not dump your garbage or refuse if it will not fit into the container/dumpster with the lid closed and locked. Do Not place any garbage or refuse outside the dumpster or beside it.

Pick up is 3 times a week, which should be more than sufficient for trash or refuse generated on premises. If an Owner or Tenant is caught dumping illegally, that Bay will be charged accordingly.

If a tenant has an unusual trash situation, please call Waste Management for proper removal procedures.

HALLWAY & ELECTRICAL ROOM

The hallway is a Fire prevention area and needs to be maintained as such. Please keep rear doors closed and halls free of any storage or debris. Nothing may be stored or left in the hallway.

OUTSIDE AREAS

The outside areas immediately adjoining your Bay shall be kept clean and free from rubbish and debris by Owners and/or Tenants. No one shall place or permit any obstructions or merchandise in front of such areas or shall not use such areas for any purpose other than ingress or egress to and from the premises. *Nothing shall be stored outside the Bay.*

No air conditioner(s) shall be installed on the roof, outside television, radio, phonograph or other similar devices or aerial attached thereto shall be installed without first obtaining in each instance the Board of Directors and Property Manager's consent in writing. If such consent be given, no such device shall be used in a manner so as to be heard or seen outside of their Bay.

PLUMBING

It is the Owner and/or Tenant's responsibility to maintain the plumbing facilities in their Bays and outside hose bibs. Since the water is paid by the Association, it affects everyone if toilets and sinks are not maintained and checked for leakage/dripping.

APPLICATION

New Owners and Tenants cannot take possession of a Bay until they have Board of Directors **written approval**. A copy of a current City of Plantation Local Business Tax Certificate (Occupational License) must be submitted to the Board and/or Property Manager. Application Fee is \$50.⁰⁰.

W/C TRI-COUNTY for: -
Leonard & Morrison
4875 N. Federal Hwy.
Ft. Lauderdale, FL 33308

INSTR # 100677078
OR BK 31048 PG 1002
RECORDED 11/28/2000 11:05 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1037

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL AGREEMENT RELATING TO THE FOLLOWING DESCRIBED PROPERTY:

Lots 4 of F.T.W. INDUSTRIAL PARK, according to the plat thereof as recorded in Plat Book 100, Page 4 of the public records of Broward County, Florida.

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

DECLARATION, made this 12 day of September, 2000 by PELICAN PARK DEVELOPMENT, INC. a Florida corporation (herein the DECLARANT):

WHEREAS, DECLARANT is the owner of the REAL PROPERTY; and

WHEREAS, DECLARANT has caused to be constructed upon a portion of the REAL PROPERTY described as follows:

Lots 4 of F.T.W. INDUSTRIAL PARK, according to the plat thereof as recorded in Plat Book 100, Page 4 of the public records of Broward County, Florida.

Said lands situate, lying and being in the City of Plantation, Broward County, Florida. (herein the IMPROVED PARCEL) a warehouse building (herein the BUILDING) containing twenty-one (21) warehouse bays (herein the UNITS), together with site improvements which include driveways, 51 motor vehicle parking spaces (numbered "1" through "51", both inclusive, including three designated handicap parking space), sidewalks, two trash dumpster pad with (defined on three sides by a concrete wall) and code required landscaping served by an irrigation system operated on a time clock; and

WHEREAS, the use and occupancy of the portion of the Improved Parcel (herein defined as "Common Area") is to be shared by the Owners of the Units; and

WHEREAS, in order to preserve and protect the value and desirability of the REAL

WHEREAS, in order to preserve and protect the value and desirability of the REAL PROPERTY, the BUILDING and site improvements constructed on the IMPROVED PARCEL, and to provide emergency access to the BUILDING on the IMPROVED PARCEL, DECLARANT imposes the following covenants, conditions, restrictions, easements and Party Wall Agreement against the REAL PROPERTY.

NOW THEREFORE, DECLARANT hereby declares that all of the IMPROVED PARCEL shall be held, sold, maintained, reconstructed and conveyed subject to the following covenants, conditions, restrictions, easements and party wall agreements, which covenants, conditions, restrictions, easements and party wall agreements shall be covenants running with the REAL PROPERTY and shall be binding on all parties having any right, title or interest in the REAL PROPERTY or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, their heirs, successors and assigns.

ARTICLE 1 - DEFINITIONS

Section 1. "Association" shall mean and refer to PELICAN PARK 6761 ASSOCIATION, INC., a non-profit Florida corporation, the entity which shall be responsible for the operation and maintenance of all the improvements located on the property, including the privately owned Unit(s) and the Common Area. A copy of the Certificate of Incorporation for which is attached hereto marked "Exhibit A" and made a part hereof. Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit shall be a member of the Association. No person or entity holding such interest solely as security for the performance of an obligation shall be a member of the Association. There shall be one (1) vote in the affairs of the Association attributable to each Unit. When more than one person or entity holds an undivided fee interest in a Unit, all such persons or entities shall be members, and the vote attributable to such Unit shall be exercised as such persons or entities among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to that Unit.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit (as hereinafter described), including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

Section 3. "Common Expenses" shall mean those expenses relating to the management, maintenance, insurance, real property taxes, repair and replacement of the Common Area as well as

such expenses elsewhere defined in this Declaration.

ARTICLE 2 - LEGAL DESCRIPTION OF UNITS

The legal description, and street address of each UNIT and the motor vehicle parking spaces appurtenant thereto is as follows:

UNIT "1"

6761-1 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 1, PELICAN PARK.

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 4; thence South 62°21'56" East, a distance of 86.68 feet;
 thence South 01°23'05" East, a distance of 208.33 feet to the point of beginning;
 thence continue South 01°23'05" East, a distance of 14.93 feet;
 thence South 46°23'05" East, a distance of 13.39 feet;
 thence North 88°36'55" East, a distance of 51.29 feet to a point hereinafter known as Point "A";
 thence North 01°23'05" West, a distance of 24.40 feet;
 thence South 88°36'55" West, a distance of 60.76 feet to the point of beginning.

Said lands situate, lying and being in Broward County, Florida and containing 1438 square feet more or less.

Together with the following described 102 square foot portion of said Lot 4 lying above elevation 18.62 as based on the National Geodetic Vertical Datum of 1929.

Beginning at the aforementioned Point "A";
 Thence North 01°23'05" West, a distance of 24.40 feet;
 Thence North 88°36'55" East, a distance of 4.17 feet;

Thence South $01^{\circ}23'05''$ East, a distance of 24.40 feet;

Thence South $88^{\circ}36'55''$ West, a distance of 4.17 feet to Point
"A" and the Point of Beginning.

; TOGETHER WITH the exclusive right of use and occupancy of motor vehicle
parking space numbers 2 and 3.

UNIT "2"

6761-2 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 2, PELICAN PARK.

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the
Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward
County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 4;

Thence South $62^{\circ}21'56''$ East, a distance of 86.68 feet;

Thence South $01^{\circ}23'05''$ East, a distance of 184.25 feet to
the Point of Beginning;

Thence continue South $01^{\circ}23'05''$ East, a distance of 24.08 feet;

Thence North $88^{\circ}36'55''$ East, a distance of 60.76 feet to a point hereinafter
known as Point "A",

Thence North $01^{\circ}23'05''$ West, a distance of 24.08 feet;

Thence South $88^{\circ}36'55''$ West, a distance of 60.76 feet to the
Point of Beginning.

Said lands situate, lying and being in Broward County, Florida and containing 1,463
square feet more or less.

Together with the following described 100 square foot portion of said Lot 4 lying above
elevation 18.62 as based on the National Geodetic Vertical Datum of 1929.

Beginning at the aforementioned Point "A";

Thence North 01°23'05" West, a distance of 24.08 feet;

Thence North 88°36'55" East, a distance of 4.17 feet;

Thence South 01°23'05" East, a distance of 24.08 feet;

Thence South 88°36'55" West, a distance of 4.17 feet to Point "A" and the Point of Beginning.

; TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 4 and 5.

UNIT "3"

6761-3 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 3, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 4;

Thence South 62°21'56" East, a distance of 86.68 feet;

Thence South 01°23'05" East, a distance of 160.17 feet to the Point of Beginning;

Thence continue South 01°23'05" East, a distance of 24.08 feet;

Thence North 88°36'55" East, a distance of 60.76 feet to a Point hereinafter known as Point "A";

Thence North 01°23'05" West, a distance of 24.08 feet;

Thence South 88°36'55" West, a distance of 60.76 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida and containing 1,463 square feet more or less.

Together with the following described 100 square foot portion of said Lot 4 lying above elevation 18.62 as based on the National Geodetic Vertical Datum of 1929.

Beginning at the aforementioned Point "A";
 Thence North 01°23'05" West, a distance of 24.08 feet;

Thence North 88°36'55" East, a distance of 4.17 feet;
 Thence South 01°23'05" East, a distance of 24.08 feet;

Thence South 88°36'55" West, a distance of 4.17 feet to Point "A" and the Point of Beginning.

; TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 6 and 7.

UNIT "4"

6761-4 West Sunrise Boulevard, Florida, Florida

Legal Description:

Bay 4, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 4;
 Thence South 62°21'56" East, a distance of 86.68 feet;
 Thence South 01°23'05" East, a distance of 136.09 feet to the Point of Beginning;

Thence continue South 01°23'05" East, a distance of 24.08 feet;
 Thence North 88°36'55" East, a distance of 60.76 feet to a Point hereinafter known as Point "A";

Thence North 01°23'05" West, a distance of 24.08 feet;
 Thence South 88°36'55" West, a distance of 60.76 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County Florida and containing 1,463 square feet more or less.

Together with the following described 100 square foot portion of said Lot 4, lying above elevation 18.62 as based on the National Geodetic Vertical Datum of 1929.

Beginning at the aforementioned Point "A";
Thence North 01°23'05" West, a distance of 24.08 feet;
Thence North 88°36'55" East, a distance of 4.17 feet;

Thence South 01°23'05" East, a distance of 24.08 feet;
Thence South 88°36'55" West, a distance of 4.17 feet to Point "A" and the Point of

Beginning.

; TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 9 and 10.

UNIT "5"

6761-5 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 5, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 4;
Thence South 62°21'56" East, a distance of 86.68 feet;
Thence South 01°23'05" East, a distance of 111.63 feet to the Point of Beginning;
Thence continue South 01°23'05" East, a distance of 24.46 feet;
Thence North 88°36'55" East, a distance of 60.76 feet to a point hereinafter known as Point "A";

Thence North 01°23'05" West, a distance of 24.46 feet;
Thence South 88°36'55" West, a distance of 60.76 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida and containing 1486 square feet more or less.

Together with the following described 102 square foot portion of said Lot 4 lying above elevation 18.62 as based on the National Geodetic Vertical Datum of 1929.

Beginning at the aforementioned Point "A";

Thence North $01^{\circ}23'05''$ West, a distance of 24.46 feet;
 Thence North $88^{\circ}36'55''$ East, a distance of 4.17 feet;
 Thence South $01^{\circ}23'05''$ East, a distance of 24.46 feet;
 Thence South $88^{\circ}36'55''$ West, a distance of 4.17 feet to Point "A" and the
 Point of Beginning.

; TOGETHER WITH the exclusive right of use and occupancy of motor vehicle
 parking space numbers 11 and 12.

UNIT "6"

6761-6 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 6, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the
 plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward
 County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 4;
 Thence South $62^{\circ}21'56''$ East, a distance of 86.68 feet;
 Thence South $01^{\circ}23'05''$ East, a distance of 87.17 feet to
 the Point of Beginning;
 Thence continue South $01^{\circ}23'05''$ East, a distance of 24.46 feet;
 Thence North $88^{\circ}36'55''$ East, a distance of 60.76 feet to a Point hereinafter
 known as Point "A";

Thence North $01^{\circ}23'05''$ West, a distance of 24.46 feet;
 Thence South $88^{\circ}36'55''$ West, a distance of 60.76 feet to
 the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida and containing 1486
 square feet more or less.

Together with the following described 102 square foot portion of said Lot 4 lying
 above elevation 18.62 as based on the National Geodetic Vertical Datum of 1929.

Beginning at the aforementioned Point "A";
 Thence North $01^{\circ}23'05''$ West, a distance of 24.46 feet;
 Thence North $88^{\circ}36'55''$ East, a distance of 4.17 feet;

Thence South $01^{\circ}23'05''$ East, a distance of 24.46 feet;
 Thence South $88^{\circ}36'55''$ West, a distance of 4.17 feet to Point "A" and the
 Point of Beginning.

; TOGETHER WITH the exclusive right of use and occupancy of motor vehicle
 parking spaces numbers 14 and 15.

UNIT "7"

6761-7 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 7, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the
 Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward
 County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 4;
 Thence South $62^{\circ}21'56''$ East, a distance of 86.68 feet;
 Thence South $01^{\circ}23'05''$ East, a distance of 63.09 feet to
 the Point of Beginning;
 Thence continue South $01^{\circ}23'05''$ East, a distance of 24.08 feet;
 Thence North $88^{\circ}36'55''$ East, a distance of 60.76 feet to a Point hereinafter known
 as Point "A";

Thence North $01^{\circ}23'05''$ West, a distance of 24.08 feet;
 Thence South $88^{\circ}36'55''$ West, a distance of 60.76 feet to
 the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida and containing 1463 square
 feet more or less.

Together with the following described 100 square foot portion of said Lot 4, lying
 above elevation 18.62 as based on the National Geodetic Vertical Datum of 1929.

Beginning at the aforementioned Point "A";
 Thence North 01°23'05" West, a distance of 24.08 feet;
 Thence North 88°36'55" East, a distance of 4.17 feet;
 Thence South 01°23'05" East, a distance of 24.08 feet;
 Thence South 88°36'55" West, a distance of 4.17 feet to Point "A" and the Point
 of Beginning.

; TOGETHER WITH the exclusive right of use and occupancy of motor vehicle
 parking space numbers 16 and 17.

UNIT "8"

6761-8 West Sunrise Boulevard, Plantation, Florida

Legal Description:

Bay 8, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the
 Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward
 County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 4;
 Thence South 62°21'56" East, a distance of 86.68 feet;
 Thence South 01°23'05" East, a distance of 39.01 feet to
 the Point of Beginning;
 Thence continue South 01°23'05" East, a distance of 24.08 feet;
 Thence North 88°36'55" East, a distance of 60.76 feet to a Point hereinafter
 known as Point "A";

Thence North 01°23'05" West, a distance of 24.08 feet;
 Thence South 88°36'55" West, a distance of 60.76 feet to
 the Point of Beginning.

Said lands situate, lying and being in Broward County Florida and containing 1,463
 square feet more or less.

Together with the following described 100 square foot portion of said Lot 4, lying
 above elevation 18.62 as based on the National Geodetic Vertical Datum of 1929.

Beginning at the aforementioned Point "A";

Thence North 01°23'05" West, a distance of 24.08 feet;
Thence North 88°36'55" East, a distance of 4.17 feet;
Thence South 01°23'05" East, a distance of 24.08 feet;
Thence South 88°36'55" West, a distance of 4.17 feet to Point "A"
and the Point of Beginning.

; TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 18 and 19.

UNIT "9"

6761-9 West Sunrise Boulevard, Plantation, Florida

Legal Description:

Bay 9, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 4;
Thence South 62°21'56" East, a distance of 86.68 feet;
Thence South 01°23'05" East, a distance of 14.93 feet
to the Point of Beginning;
Thence continue South 01°23'05" East, a distance of 24.08 feet;
Thence North 88°36'55" East, a distance of 60.76 feet to a Point hereinafter known
as Point "A";

Thence North 01°23'05" West, a distance of 24.08 feet;
Thence South 88°36'55" West, a distance of 60.76 feet to
the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida and containing 1463 square feet more or less.

Together with the following described 100 square foot portion of said Lot 4, lying above elevation 18.62 as based on the National Geodetic Vertical Datum of 1929.

Beginning at the aforementioned Point "A";

Thence North 01°23'05" West, a distance of 24.08 feet;
Thence North 88°36'55" East, a distance of 4.17 feet;
Thence South 01°23'05" East, a distance of 24.08 feet;
Thence South 88°36'55" West, a distance of 4.17 feet to Point "A" and the Point of
Beginning.

;TOGETHER WITH the exclusive right of use and occupancy of motor vehicle
parking space numbers 20 and 21.

UNIT "10"

6761-10 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 10, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the
Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward
County, Florida, being described as follows:

Commencing at the Northwest corner of said Lot 4;
Thence South 62°21'56" East, a distance of 86.68 feet to
the Point of Beginning;
Thence South 01°23'05" East, a distance of 14.93 feet;
Thence North 88°36'55" East, a distance of 60.76 feet to a Point hereinafter known
as Point "A".

Thence North 01°23'05" West, a distance of 24.41 feet;
Thence South 88°36'55" West, a distance of 51.29 feet;
Thence South 43°36'55" West, a distance of 13.39 feet to
the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1438 square feet
more or less.

Together with the following described 102 square foot portion of said Lot 4 lying
above elevation 18.62 as based on the National Geodetic Vertical Datum of 1929.

Beginning at the aforementioned Point "A";

Thence North 01°23'05" West, a distance of 24.41 feet;
Thence North 88°36'55" East, a distance of 4.17 feet;
Thence South 01°23'05" East, a distance of 24.41 feet;
Thence South 88°36'55" West, a distance of 4.17 feet to Point "A" and the Point of Beginning.

:TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 22 and 23.

UNIT "11"

6761-11 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 11, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4, of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Southeast corner of said Lot 4;
Thence North 56°07'25" West, a distance of 87.20 feet to the Point of Beginning;
Thence North 01°23'05" West, a distance of 24.42 feet;
Thence South 88°36'55" West, a distance of 60.34 feet;
Thence South 01°23'05" East, a distance of 24.42 feet;
Thence North 88°36'55" East, a distance of 60.34 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1474 square feet more or less.

;TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 26 and 27.

UNIT "12"

6761-12 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 12, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Southeast corner of said Lot 4;
 Thence North $56^{\circ}07'25''$ West, a distance of 87.20;
 Thence North $01^{\circ}23'05''$ West, a distance of 24.42 feet to
 the Point of Beginning;
 Thence continue North $01^{\circ}23'05''$ West, a distance of 24.08 feet;
 Thence South $88^{\circ}36'55''$ West, a distance of 60.34 feet;
 Thence South $01^{\circ}23'05''$ East, a distance of 24.08 feet;
 Thence North $88^{\circ}36'55''$ East, a distance of 60.34 feet to
 the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1453 square feet more or less.

;TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 28 and 29.

UNIT "13"

6761-13 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 13, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Southeast corner of said Lot 4;
 Thence North $56^{\circ}07'25''$ West, a distance of 87.20 feet;
 Thence North $01^{\circ}23'05''$ West, a distance of 48.50 feet
 to the Point of Beginning;
 Thence continue North $01^{\circ}23'05''$ West, a distance of 24.08 feet;
 Thence South $88^{\circ}36'55''$ West, a distance of 60.34 feet;

Thence South 01°23'05" East, a distance of 24.08 feet;
Thence North 88°36'55" East, a distance of 60.34 feet to
the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1453 square feet
more or less.

;TOGETHER WITH the exclusive right of use and occupancy of motor vehicle
parking space numbers 30 and 31.

UNIT "14"

6761-14 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 14, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the
Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward
County, Florida, being described as follows:

Commencing at the Southeast corner of said Lot 4;
Thence North 56°07'25" West, a distance of 87.20 feet;
Thence North 01°23'05" West, a distance of 72.58 feet to
the Point of Beginning;
Thence continue North 01°23'05" West, a distance of 24.08 feet;
Thence South 88°36'55" West, a distance of 60.34 feet;
Thence South 01°23'05" East, a distance of 24.08 feet;
Thence North 88°36'55" East, a distance of 60.34 feet to
the point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1453 square feet
more or less.

;TOGETHER WITH the exclusive right of use and occupancy of motor vehicle
parking space numbers 33 and 34.

UNIT "15"

6761-15 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 15, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Southeast corner of said Lot 4;
 Thence North $56^{\circ}07'25''$ West, a distance of 87.20 feet;
 Thence North $01^{\circ}23'05''$ West, a distance of 96.63 feet to
 the Point of Beginning;
 Thence continue North $01^{\circ}23'05''$ West, a distance of 24.08 feet;
 Thence South $88^{\circ}36'55''$ West, a distance of 60.34 feet;
 Thence South $01^{\circ}23'05''$ East, a distance of 24.08 feet;
 Thence North $88^{\circ}36'55''$ East, a distance of 60.34 feet to
 the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1453 square feet more or less.

; TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 35 and 36.

UNIT "16"

6761-16 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 16, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Southeast corner of said Lot 4;
 Thence North $56^{\circ}07'25''$ West, a distance of 87.20 feet;
 Thence North $01^{\circ}23'05''$ West, a distance of 120.71 feet to
 the Point of Beginning;

Thence continue North 01°23'05" West, a distance of 24.46 feet;
Thence South 88°36'55" West, a distance of 60.34 feet;
Thence South 01°23'05" East, a distance of 24.46 feet;
Thence North 88°36'55" East, a distance of 60.34 feet to
the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1476 square feet more or less.

; TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 37 and 38.

UNIT "17"

6761-17 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 17, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Southeast corner of said Lot 4;
Thence North 56°07'25" West, a distance of 87.20 feet;
Thence North 01°23'05" West, a distance of 145.17 feet to
the Point of Beginning;
Thence continue North 01°23'05" West, a distance of 24.45 feet;
Thence South 88°36'55" West, a distance of 60.34 feet;
Thence South 01°23'05" East, a distance of 24.45 feet;
Thence North 88°36'55" East, a distance of 60.34 feet to
the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1475 square feet more or less.

; TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 39 and 40.

UNIT "18"

6761-18 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Lot 18, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Southeast corner of said Lot 4;
 Thence North $56^{\circ}07'25''$ West, a distance of 87.20 feet;
 Thence North $01^{\circ}23'05''$ West, a distance of 169.62 feet to
 the Point of Beginning;
 Thence continue North $01^{\circ}23'05''$ West, a distance of 24.08 feet;
 Thence South $88^{\circ}36'55''$ West, a distance of 60.34 feet;
 Thence South $01^{\circ}23'05''$ East, a distance of 24.08 feet;
 Thence North $88^{\circ}36'55''$ East, a distance of 60.34 feet to
 the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1453 square feet more or less.

;TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 42 and 43.

UNIT "19"

6761-19 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 19, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Southeast corner of said Lot 4;
 Thence North $56^{\circ}07'25''$ West, a distance of 87.20 feet;
 Thence North $01^{\circ}23'05''$ West, a distance of 193.70 feet to

the Point of Beginning;
 Thence continue North 01°23'05" West, a distance of 24.08 feet;
 Thence South 88°36'55" West, a distance of 60.34 feet;
 Thence South 01°23'05" East, a distance of 24.08 feet;
 Thence North 88°36'55" East, a distance of 60.34 feet to
 the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1453 square feet more or less.

;TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 44 and 45.

UNIT "20"

6761-20 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 20, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Southeast corner of said Lot 4;
 Thence North 56°07'25" West, a distance of 87.20 feet;
 Thence North 01°23'05" West, a distance of 217.78 feet to
 the Point of Beginning;
 Thence continue North 01°23'05" West, a distance of 24.08 feet;
 Thence South 88°36'55" West, a distance of 60.34 feet;
 Thence South 01°23'05" East, a distance of 24.08 feet;
 Thence North 88°36'55" East, a distance of 60.34 feet to
 the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1453 square feet more or less.

;TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 46 and 47.

UNIT "21"

6761-21 West Sunrise Boulevard, Plantation, Florida.

Legal Description:

Bay 21, PELICAN PARK

A parcel of land lying within Lot 4, F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4 of the Public Records of Broward County, Florida, being described as follows:

Commencing at the Southeast corner of said Lot 4;
 Thence North $56^{\circ}07'25''$ West, a distance of 87.20 feet;
 Thence North $01^{\circ}23'05''$ West, a distance of 241.86 feet to
 the Point of Beginning;
 Thence continue North $01^{\circ}23'05''$ West, a distance of 14.92 feet;
 Thence North $46^{\circ}23'05''$ West, a distance of 13.39 feet;
 Thence South $88^{\circ}36'55''$ West, a distance of 50.87 feet;
 Thence South $01^{\circ}23'05''$ East, a distance of 24.40 feet;
 Thence North $88^{\circ}36'55''$ East, a distance of 60.34 feet to
 the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida containing 1427 square feet more or less.

;TOGETHER WITH the exclusive right of use and occupancy of motor vehicle parking space numbers 48 and 49.

ARTICLE 3 - LEGAL DESCRIPTION OF COMMON AREA

That certain portion of Lot 4 of F.T.W. INDUSTRIAL PARK, according to the Plat thereof, as recorded in Plat Book 106, Page 4, of the Public Records of Broward County, Florida described as follows, less and except therefrom the following portion of said Lot 4 being described as follows:

Lessed out portion:

Commence at the Southeast corner of said Lot 4;
 Thence North $56^{\circ}07'25''$ West, a distance of 87.20 feet to the Point of
 Beginning of said lessed out parcel;

Thence North 01°23'05" West, a distance of 256.78 feet;
 Thence North 46°23'05" West, a distance of 13.39 feet;
 Thence South 88°36'55" West, a distance of 106.33 feet;
 Thence South 43°36'55" West, a distance of 13.39 feet;
 Thence South 01°23'05" East, a distance of 223.23 feet;
 Thence South 46°23'05" East, a distance of 13.39 feet;
 Thence North 88°36'55" East, a distance of 54.46 feet;
 Thence South 01°23'05" East, a distance of 24.08 feet;
 Thence North 88°36'55" East, a distance of 60.34 feet to the Point of Beginning.

Together with the following described portion of the above lessed out parcel lying below elevation 18.62 as based on the National Geodetic Vertical Datum of 1929 being described as follows:

Commencing at the Southeast corner of said Lot 4;
 Thence North 56°07'25" West, a distance of 87.20 feet;
 Thence South 88°36'55" West, a distance of 60.34 feet;
 Thence North 01°23'05" West, a distance of 24.08 feet to the Point of Beginning of said portion of the Common Area lying below elevation 18.62;
 Thence South 88°36'55" West, a distance of 4.17 feet;
 Thence North 01°23'05" West, a distance of 242.17 feet;
 Thence North 88°36'55" East, a distance of 4.17 feet;
 Thence South 01°23'05" East, a distance of 242.17 feet to the Point of Beginning of said portion of the Common Area lying below elevation 18.62.
 Said Common Area description containing a total of 63,791 square feet more or less.

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

GUEST PARKING SPACES AND DESIGNATED HANDICAP PARKING. There are 4 unassigned guest spaces numbers 8, 13, 32, and 41, and 4 designated handicapped parking spaces numbers 1, 24, 25, 50. Guest spaces are for guests to the complex and are not to be occupied on a permanent basis by the individual unit owners. Guest spaces are for guests parking only on a temporary basis. **NO OUTSIDE STORAGE OF ANY TYPE SHALL BE PERMITTED ON THE COMMON AREA.**

ARTICLE 4 - EASEMENTS FOR PUBLIC UTILITIES, SUPPORT AND ENCROACHMENT

PUBLIC UTILITY EASEMENTS are reserved and granted through UNITS "1" through "21", for the purpose installing and maintaining conduits, ducts, plumbing, wiring and other facilities for the

furnishing of utility services to the UNITS and the COMMON AREA. PUBLIC UTILITY EASEMENTS are reserved and granted through the COMMON AREA as may be required for the provision of public utility services to the UNITS. Such easements over, through or under a UNIT shall be only upon or through that portion of the UNIT as the public utility facilities are initially constructed, unless approved in writing by the affected UNIT OWNER. Public utility easements upon the COMMON AREA are created and shall exist upon those areas upon which or through which or under which the utility facility is actually installed or constructed. UNIT OWNERS are hereby granted an easement for ingress and egress over the COMMON AREA for any and all utility services intended to serve their UNITS.

UNIT OWNERS are hereby granted an EASEMENT OF SUPPORT in every portion of the BUILDING which contributes to the support of their UNITS.

In the event any UNIT shall encroach upon the COMMON AREA or upon any other UNIT for any reason other than the intentional and negligent act of a UNIT OWNER, or in the event any portion of the COMMON AREA shall encroach upon any UNIT, then an easement shall exist to the extent of such encroachment so long as the same shall exist.

ARTICLE 5 - COMMON AREA

TITLE. The fee simple title to the COMMON AREA shall be held by the Association, PELICAN PARK 6761 ASSOCIATION, Inc.

EASEMENT FOR INGRESS AND EGRESS AND ENJOYMENT. Subject to the provisions herein, every Owner and the Association is hereby granted the right and easement of ingress and egress and enjoyment over, through and upon the Common Area, which right and easement shall be appurtenant to and shall pass with the title to every UNIT. The easements created above shall be subject to the following:

- A. The right of the Association to establish and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Area; provided, however, that no such Rule or Regulation shall be effective to deny an Owner, his business invitees and guests, the right of ingress and egress from the designated right-of-way to an Owner's UNIT.
- B. The right of the Association to levy assessments against each UNIT OWNER for the purpose of maintaining the Common Area as elsewhere provided in this Declaration.

DAMAGE. In the event any portion of the COMMON AREA, or any improvement located thereon

from time to time, is damaged or destroyed by a UNIT OWNER, or any guest, tenant, licensee, or agent of an OWNER, such OWNER shall repair such damage at such OWNER'S cost in conformity with the original plan and specifications of the damaged portion or improvement. The cost of such repair shall be the personal obligation of the UNIT OWNER without regard to the fact that such damage may have been caused by a guest, tenant, licensee or agent of such UNIT OWNER.

DRIVEWAY/TRAFFIC. No traffic regulation, directional signs or efforts to control flow of traffic or speed of traffic (including speed bumps) may be allowed to be erected, implaced or otherwise installed upon or adjacent to the private road system within the development which would conflict with the ordinances of the City of Plantation or other duly enacted governmental regulations concerning traffic, signage and control.

Easements have been additionally granted in favor of governmental and quasi-governmental authorities, utility companies, ambulance or emergency vehicle companies, law enforcement (including enforcement of the Florida Uniform Traffic Control laws), and mail carrier companies, over and across all roads existing from time to time within the Property, and over, under, on and across the Property, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the Property.

MAINTENANCE. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Area and all improvements thereon, including furnishings and equipment related thereto, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Each UNIT shall be responsible for one-twenty-first of the expenses of the Association.

All landscaping shall be regularly maintained with proper horticultural and arboricultural practices, including without limitation such replanting and, as is from time to time necessary, mowing, trimming, fertilization, and weed, insect, and disease control. All dead or diseased sod, trees, plants, shrubs, or flowers shall be promptly replaced. This maintenance includes all landscaped areas within rights-of-way within the project (i.e., swales and other areas within the right-of-way, which are not paved).

DAMAGE OR DESTRUCTION OF COMMON AREA BY OWNER. In the event any portion of the Common Area, or any improvement located thereon from time to time, is damaged or destroyed by an Owner or any guest, tenant, licensee, or agent of an Owner, such Owner does hereby authorize the Association to repair said damaged area and the Association shall repair said damaged area in a good workmanlike manner in conformity with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The cost for such repairs shall become a personal obligation of the Owner causing such damage or destruction, and shall be paid by such Owner by way of special assessment, which, if not paid when due, shall become a lien against such Owner's UNIT as

hereinafter provided.

ARTICLE 6 - BUILDING AND UNITS

BUILDING. The exterior of the BUILDING is painted in a uniform manner in accordance with the plans and specifications of the DECLARANT. No change shall be made to the color of the BUILDING absent the agreement in writing of a majority of the UNIT OWNERS. There shall be no alterations to the exterior of any unit, without the written consent of at least sixteen (16) unit owners. Provided, however, that as long as the Declarant owns at least 7 units the Declarant reserves the right to make modifications or alternations to any unit without the consent of any other unit owners.

DAMAGE. In the event of damage to the BUILDING, the UNIT OWNERS, shall determine whether the same be MINOR DAMAGE or MAJOR DAMAGE. MINOR DAMAGE is damage of 35.0 percent or less of the total square footage of the BUILDING, and MAJOR DAMAGE is damage in excess of 35.0 percent of the BUILDING. If there is MINOR DAMAGE, the BUILDING shall be repaired. If there is MAJOR DAMAGE, the UNIT OWNERS shall reconstruct the BUILDING in accordance with the original plans and specifications of the DECLARANT or in accordance with plans and specifications approved by a majority of the UNIT OWNERS or, upon 100% agreement of the UNIT OWNERS, agree to terminate these covenants, conditions, restrictions, easements and party wall agreements as hereinafter provided.

USE. No noxious or offensive activity shall be conducted within any UNIT or within the COMMON AREA, nor shall any activity be conducted within the IMPROVED PARCEL which may be or may become an annoyance or nuisance to the neighborhood or one or more of the UNIT OWNERS.

The property is currently 20 med I-LP, Light Industrial District. The I-LP light industrial district is intended primarily for the manufacture, processing and assembly of articles and products not involving the use of any materials, processes or machinery, likely to cause undesirable effects upon nearby or adjacent property.

USE RESTRICTIONS. (Incorporation by reference) Section 27-593 of the existing Plantation Planning and Zoning Code is incorporated and made a part hereof which Code provides for both permitted and non-permitted uses in I-LP zoning. No uses not permitted in I-LP zoning shall be permitted in or on this parcel. The following uses are not permitted: Plastic Manufacturing; Boat Building and Repair; Laundry and Dry Cleaning Plant; Service Station. There shall not be permitted the storage of High Hazard materials in any unit.

MAINTENANCE. With the exception of the roof, the maintenance, upkeep, repair and replacement of the UNIT, and the cost and expense thereof, is the sole responsibility of the UNIT OWNER.

ROOF SYSTEM. The UNITS are improved with one continuous roof system. No personal property or machinery may be placed upon the roof by any UNIT OWNERS. Likewise, no boring or holes of any type or nature shall be made to the roof system by individual UNIT OWNERS. Roof replacement or repair shall be the sole responsibility of the Association, except for damage(s) done to the roof by the negligence of an individual(s) UNIT OWNER(S), whether intentionally or unintentionally.

ARTICLE 7 - PARTY WALLS

The rights and duties of UNIT OWNERS with respect to party walls shall be governed by the following:

- A. Each wall which is constructed as a part of the original construction and any part of which is placed on the dividing line between UNITS, or otherwise divides the UNITS, one from the other, shall constitute a PARTY WALL. With respect to any such PARTY WALL, each of the adjoining UNITS shall be burdened and be subject to an easement for that portion of the PARTY WALL within the UNIT, and shall be entitled to the benefits of these restrictive covenants. To the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a PARTY WALL shall be shared equally by the OWNERS who make use of a PARTY WALL, except if the damage giving rise to a repair is due to the act of the adjoining OWNER.
- B. If a PARTY WALL is damaged or destroyed by fire or casualty or by some cause other than the act of one of the adjoining OWNERS, then, in such event, both adjoining OWNERS shall proceed forthwith to rebuild or repair the PARTY WALL to as good condition as formerly, the cost of such rebuilding or repair to be shared equally between the UNIT OWNERS sharing the affected PARTY WALL.
- C. If a PARTY WALL is damaged or destroyed through the act of one of the adjoining OWNERS (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining OWNER of the full use and enjoyment of the PARTY WALL, the OWNER causing such damage or destruction shall forthwith proceed to rebuild and repair the damage of destruction to a good condition as formerly, without cost to the adjoining OWNER. If the UNIT OWNER responsible for the damage or destruction does not properly repair, maintain or restore the PARTY WALL for which he is responsible, the adjoining OWNER shall have the right to restore, repair or maintain the PARTY WALL, the cost of which repair, maintenance or restoration shall be paid by the responsible UNIT OWNER.
- D. A PARTY WALL may not be modified, added to, or altered without the prior written consent of the UNIT OWNERS sharing the use and enjoyment thereof.

E. In the event of repairs, maintenance or reconstruction is required as to any PARTY WALL, the entry on to either of the adjoining UNITS shall not be deemed a trespass to such UNIT, and UNIT OWNERS hereby consent to every such entry required or reasonably necessary to effect such repair, maintenance or reconstruction made after the giving of reasonable notice. Every such entry shall be during reasonable business hours.

ARTICLE 8 - COVENANT FOR MAINTENANCE ASSESSMENTS

A. The UNIT OWNER, by the acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) assessments to fund the Common Expenses of the Association, and (2) special assessments to fund emergency expenses of the Association and for capital improvements, such assessments to be established and collected as hereinafter provided. Annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on and continuing lien upon the UNIT against which each assessment is made. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the OWNER of such UNIT upon the date the assessment became effective. Annual assessments may include reasonable reserves as the Association may deem necessary, for the future repair, maintenance or improvement of the COMMON AREA.

B. The assessments levied by the Association shall be used exclusively for payment of common area utilities such as lighting, electricity, water, sewer, garbage, landscape maintenance, replacement and repair to the roof system, painting of building, maintenance of the COMMON AREA, payment of real property real estate taxes on the Common Area, for capital improvements, insurance premiums and to promote the health, safety and welfare of the members of the Association and their guests and tenants.

C. Annual Assessments provided for herein shall commence as to each UNIT on the first day of January and shall be payable in quarter-annual installments on the 1st day of January, April, July and October. Special Assessments and Emergency Assessments shall become due and payable as provided by the resolution approving and imposing any such Assessment. All installments of Regular Assessments, Special Assessments and Emergency Assessments shall be payable within ten (10) days of their respective due dates and thereafter shall be deemed to be in default. Written notice of an Assessment shall be sent to every OWNER at least ten (10) days prior to the due dates thereof. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment due on a specified UNIT has been paid.

D. Should any assessment not be paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien on the UNIT against which the Assessment is made. Any such lien shall encumber the UNIT in the hands of the then OWNER, his heirs, devisees,

personal representatives, successors and assigns. The personal obligation of the then OWNER to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successor in title unless expressly assumed by him.

If an Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date when due at the rate of twelve (12%) percent per annum and the Association may bring an action at law against the OWNER personally obligated to pay the same and may record a claim of lien against the UNIT on which the assessment is unpaid and may foreclose the lien against the UNIT on which the assessment is unpaid in the manner provided for the foreclosure of mortgages, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such Assessment attorneys' fees and costs of collection and of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided and a reasonable attorney's fee to be fixed by the court together with the cost of the action, and the Association shall be entitled to such attorneys' fees in connection with any appeal of any such action.

All buildings shall be maintained by the Association in a first-class condition, especially as to the exterior appearance of the building. Painting or other exterior maintenance shall be periodically performed as reasonably required. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building or other improvement. All off-street parking facilities, access drives and loading areas shall be paved and properly graded to assure proper drainage. All driveways and parking areas shall be paved with a hard dust-free surface. All sidewalks, roads, streets, driveways, parking areas, and other paved or hard surfaced areas located within a PARCEL and intended for use by vehicular or pedestrian traffic shall be kept clean and free of debris at all times, and cracks (including uneven settlement at expansion or control joints), damaged or eroding areas on same shall be repaired, replaced or resurfaced as necessary or requested by the City Engineer. All curbing and bumper stops shall be replaced if damaged. All striping, including but not limited to parking space, traffic lane and directional markings, within any road, street, or parking area located with a PARCEL shall be repainted as necessary, so that same will be clearly visible at all times.

In the event the property is not adequately maintained in accordance with the standards set forth in this section, the City shall notify the Association and give the Association a reasonable opportunity to maintain such elements as are required herein. If the Association shall refuse or fail to maintain same after written notice and a reasonable opportunity to cure, then the City of Plantation shall have the right, but not the obligation, to repair or maintain same and record a Notice of Lien specifying the actual, liquidated costs thereof. The fact that the City undertakes repair or maintenance shall impose no continuing duty on the part of the City for such repair or maintenance. This remedy shall be supplemental and cumulative to all other remedies of the City of Plantation to enforce its ordinances and development requirement. The recording of a Notice of Lien shall cause

a lien in favor of the City of Plantation to attach to all of the Units of the respective Unit owners, and the common area jointly and severally, with the same priority as liens for assessments as set forth in the Declaration, and with the same rights of enforcement.

The Association shall collect a late fee of \$50.00 to cover the requisite bookkeeping, administration and collection required with regard to payments not paid within ten (10) days from the due date thereof.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

E. The lien for Assessments provided for in this Article 8 shall be subordinate to the lien of any mortgage recorded prior to the recordation of the claim of lien for assessments, which mortgage encumbers any UNIT to any institutional lender (a bank, savings and loan association, mortgage company, insurance company, or other similarly recognized institutional-type lender) placed upon any UNIT subject to Assessments; provided, further, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any mortgagee who acquires title at a foreclosure sale, or any mortgagee acquiring a deed in lieu of foreclosure shall not be responsible for the payment of any Assessment charges whether they have accrued prior to the date upon which possession and/or title is so obtained or whether such Assessments are imposed thereafter except during such time that the UNIT is leased to a third party. Any third party purchaser at a foreclosure sale or from the mortgagee in title and all persons claiming by, through or under such purchaser shall hold title subject to the liability and lien of any Assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any UNIT by reason of the provision of this Article 11 shall be deemed to be an Assessment divided equally among, payable by, and a lien against all UNITS subject to Assessment by the Association, including the UNIT to which the foreclosure, or conveyance in lieu of foreclosure, took place.

F. In the event the Association shall fail to pay applicable real estate taxes and other assessments for any of the Property, it shall be an obligation of each property owner to pay that property owner's proportionate share of taxes and assessments (based upon the total cost therefor divided by the number of units subject to these restrictions), and such proportionate share shall be a lien against each such unit, enforceable by the City. Furthermore, in the event any property subject to these restrictions ever, for any reason, becomes titled in the City of Plantation, by tax deed or otherwise, the City may, without any additional evidence of consent by the grantees or without any additional specific evidence of delivery of the deed(s) (taking title subject to these restrictions conclusively establishing irrevocable consent to such delivery), convey to all of the property owners subject to these restrictions an undivided interest to such property the title to which shall become accessory to each unit. This conveyance need not list specific individual grantees but may be a

general conveyance to all property owners of the project at the time the deed is dated, with the owners of each of the parcels of the project acquiring an undivided interest equivalent to a fraction, the numerator of which is one (1) and the denominator of which is the total number of units within the project.

ARTICLE 9 - INSURANCE

A. The Association shall purchase an insurance policy or policies insuring the improvements erected upon the IMPROVED PARCEL against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement. Such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the directors of the Association in the event the carrier fails to refuse to make such determination. The policies shall be purchased in the name of the Association for the benefit of the Association, the UNIT OWNERS and their mortgagees as their interest may appear and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of UNITS.

B. In addition to the above and foregoing insurance, the Association shall purchase and keep in effect policies of insurance generally known as public liability policies insuring the Association and its members against all claims and demands made by any person or persons whomsoever, for injuries received in connection with the use, operation or maintenance of the COMMON AREA to the extent of not less than \$1,000,000.00 to cover the claim or damage for personal and/or bodily injuries from any single specific cause to any one person, and to the extent of not less than \$1,000,000.00 to cover in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries that may arise or be claimed to have arisen against the Association and its members as aforesaid. Said policy of insurance shall also provide for \$50,000.00 Property damage insurance.

The Association shall provide and keep insurance for the protection of its directors.

All insurance premiums shall be included and treated as a Common Expense.

C. Each UNIT OWNER shall purchase and keep in effect public liability policies of insurance insuring the UNIT OWNER, the Association and its members for claims and demands in amounts the same as referred to in paragraph B above to cover injuries received in connection with the use, operation or maintenance of that OWNER'S UNIT.

ARTICLE 10 - GENERAL PROVISIONS

A. **SERVICES.** The developer and subsequent owners of property within the project agree to utilize, where offered, all municipal franchised services and may not independently contract for such

services without prior approval of the City Council.

B MAINTENANCE. Until the property is improved, the Owners agree to keep the property maintained in a condition conducive to being mowed with a bush hog mower, the property shall be seeded with bahia grass or its equivalent, and cut so as to keep growth at a twelve (12) inch height limit. Additionally, any accumulations of garbage, trash, or refuse will be removed from the property.

C. TERM. This DECLARATION shall run with and bind the REAL PROPERTY in perpetuity, unless terminated as hereinafter provided.

D. AMENDMENT. No amendments to the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL AGREEMENT RELATING TO THE FOLLOWING DESCRIBED PROPERTY shall be made without the approval of the City of Plantation, which shall review the proposed amendments to ensure that a proposed amendment is consistent with, and does not conflict with, all applicable land development regulations and issued development orders for this project, and which approval after such limited review shall not be unreasonably withheld. This DECLARATION may be amended only upon the 85.0 percent agreement of the record title holders of the UNITS upon the date on any such amendment, joined in and consented to by the holder of any lien on any UNIT.

E. TERMINATION. This DECLARATION may be terminated at any time upon the 100.0 percent agreement of the UNIT OWNERS, joined and consented by their respective lien holders. Upon any such termination, the UNIT OWNERS shall hold title to the IMPROVED PARCEL and EMERGENCY INGRESS AND EGRESS EASEMENT as tenants-in-common, and undivided one-twenty-first interest as to each UNIT OWNER upon the effective date of termination.

F. DECLARANT ERRORS AND OMISSIONS. Prior to the conveyance of fifteen of the twenty-one UNITS by the DECLARANT, the DECLARANT reserves the right to correct any error or omission in this DECLARATION, provided that any such correction does not affect the material right of OWNERS or lien holders. Such amendments need be executed and acknowledged by the DECLARANT only and need not be joined in or consented to by the UNIT OWNERS or lien holders.

G. SEVERABILITY. Invalidation of any one of the provisions contained in this DECLARATION by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect as if such judgment or court order had not been made.

H. ENFORCEMENT. Every OWNER shall have the right to enforce, by proceeding at law or in equity, the provisions of this DECLARATION. The cost of any such enforcement, including court

costs and reasonable attorney's fees, both trial and appellate, incident to such enforcement, shall be awarded to the prevailing party in any such enforcement proceeding.

IN WITNESS WHEREOF, DECLARANT has caused this DECLARATION to be executed as of the above date.

Carol Bartel
WITNESS
CAROL BARTEL
Printed Name

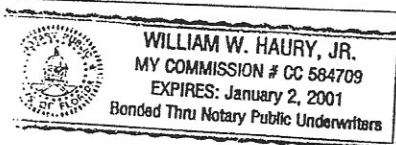
M. Benedetto
WITNESS
M. Benedetto
Printed Name

PELICAN PARK DEVELOPMENT, INC.

By C. Glenn Leonard
C. Glenn Leonard, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruction was acknowledged before me this 12 day of September, 2000 by C. Glenn Leonard, President of Pelican Park Development, Inc., who is personally known to me or who has produced _____ as identification.



William W. Haury, Jr.
NOTARY PUBLIC
My Commission Expires.

MORTGAGEE CONSENT TO TERMS OF DECLARATION OF COVENANTS

The undersigned, as the holder of a mortgage lien on the herein described real property, does hereby consent to the terms of the herein declared Declaration of Covenants.

Dated this 12 day of Sept 2000.

Witness:
Carol Bartel
CAROL BARTEL
Printed Name of Witness
M. Benedetto
M. Benedetto

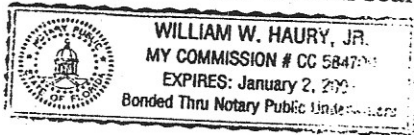
UNION BANK OF FLORIDA
By Rod Trzcinski
Rod Trzcinski, Vice President
1801 N. Pine Island Road
Plantation, Florida 33322

Printed Name of Witness _____

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared Rod Trzcinski, as Vice President of the said corporation, who ~~is personally known to me to be the persons described in~~ and who executed the foregoing instrument, who acknowledged before me that he executed the same on behalf of the corporation, who produced his driver's licenses as identification, and who did not take an oath.

Witness my hand and official seal this 12 day of Sept 2000.



William W. Haury, Jr.
Notary Public, State of Florida

Printed Name of Notary
My Commission expires:

PREPARED BY AND RETURN TO:
C. Glenn Leonard, Esq.
LEONARD & MORRISON
P.O. BOX 11025
FT. LAUDERDALE, FL 33339
S:\WP51\CGL\P\pelican.dec