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# DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CATALINA PLACE TOWNHOMES

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EXHIBIT A Legal Description for Catalina Place Townhomes

EXHIBIT B Legal Description for the Lots

EXHIBIT C Legal Description for the Common Properties

EXHIBIT D Articles of Incorporation for Catalina Place Townhomes Homeowners'

Association, Inc.

EXHIBIT E By-Laws for Catalina Place Townhomes Homeowners' Association, Inc.

# DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CATALINA PLACE TOWNHOMES

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CATALINA PLACE TOWNHOMES is made on this day of 2003 by CATALINA PLACE, INC., a Florida corporation (hereinafter referred to as "Declarant").

#### RECITALS:

- A. Declarant owns certain property in the County of Broward, State of Florida, which is more particularly described in **Exhibit A** attached hereto (hereinafter referred to as "Catalina Place Townhomes").
- B. Declarant intends to create a residential community upon Catalina Place Townhomes pursuant to a general plan of development.
- C. The general plan of development conceived by Declarant contemplates that various portions of Catalina Place Townhomes shall be set aside for the collective use of all of the residents of the community created by Declarant upon all or a portion Catalina Place Townhomes.
- D. Declarant is desirous of preserving and enhancing the value of the Homes which are constructed upon Lots within Catalina Place Townhomes and of promoting their Owners' and occupants' welfare, and accordingly, Declarant wishes to submit Catalina Place Townhomes to various easements, covenants, restrictions, conditions, reservations, equitable servitudes, liens and charges, all running with the said properties as hereafter set forth.
- E. In order to promote the objectives described above, Declarant has formed a non-profit corporation known as Catalina Place Townhomes Homeowners' Association, Inc. to maintain, administer and eventually own various portions of Catalina Place Townhomes intended to be used by all of the Owners of Homes constructed upon Lots within Catalina Place Townhomes and to enforce the covenants, restrictions, conditions, reservations, easements, equitable servitudes, charges and liens created or provided for by this Declaration.
- F. Declarant is further desirous of making provision for the execution, acknowledgment and recordation of supplemental or amendatory declarations for so long as Declarant owns any portion of Catalina Place Townhomes and for providing in such supplemental or amendatory declarations such further conditions, covenants and restrictions for the operation, amenities, protection and maintenance of Catalina Place Townhomes as may be necessary or then desired.
- NOW, THEREFORE, Declarant declares that the real property described in Exhibit A attached hereto (including any and all Improvements thereon), shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the easements, restrictions, covenants, conditions and equitable servitudes expressly declared as applicable to Catalina Place Townhomes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability thereof, and in furtherance of a general plan for the protection, maintenance, improvement and sale of Homes within Catalina Place Townhomes or any portion thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein and as expressly declared as applicable to Catalina Place Townhomes (or Lots or Common Properties thereon) shall inure to the benefit of and run with the title to the Lots upon which Homes are situate and shall be binding upon all persons having any right, title or interest therein, or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, Association and its successors-in-interest and each Owner and his respective successors-in-interest; and may be enforced by any owner, and his successors-in-interest, by Association, and by Declarant and its successors and assigns so long as it or they own any portion of Catalina Place Townhomes.
- 1. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
- 2. <u>Definitions</u>. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms

actual or anticipated deficits in operating, maintenance or reserve accounts resulting from inadequate periodic common assessments.

- (c) "Reconstruction Assessment" shall mean a charge against each Owner and his Home representing a portion of the cost incurred by Association for reconstruction of any portion or portions of the Improvements on Catalina Place Townhomes pursuant to the provisions of this Declaration.
- (d) "Capital Improvement Assessment" shall mean a charge against each Owner and his Home representing a portion of the cost incurred by Association for installation or construction of any Improvements on any portion of the Common Properties which Association may from time to time authorize.
- (e) "Facilities Reserve Fund Assessments" shall mean a charge against each Owner and his Home representing a portion of the amounts necessary to fund the Facilities Reserve Fund.
- "Association" shall mean Catalina Place Townhomes Homeowners' Association, Inc., a Florida non-profit corporation, and its successors and assigns.
- "Association Documents" shall mean this Declaration, the Articles, the By-Laws and the Rules and Regulations, as amended from time to time.
- "Board" shall mean the Board of Directors of Association elected in accordance with the By-Laws of Association.
- "Building" shall mean any building contained within Catalina Place Townhomes from time to time. A Building may contain one or more Homes which may be connected by party walls and, in that event, the term "Building" includes the Homes within the Building.
- "By-Laws" shall mean the By-Laws of Association, which have been adopted by the Board substantially in the form of Exhibit E attached hereto and incorporated herein by this reference, as such By-Laws may be amended from time to time.
  - "Catalina Place Townhomes" shall mean the real property described in Exhibit A attached hereto.
  - "Committee" shall mean the committee created pursuant to Section 13 hereof.
- "Common Expenses" shall mean the actual and estimated costs of ownership, maintenance, management, operation, repair and replacement of the Common Properties (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments and including those costs not paid by the Owner responsible for payment); the actual and estimated costs of maintaining, repairing and managing portions of the Lots which are expressly deemed to be Association obligations pursuant to this Declaration; the costs of any and all commonly metered utilities, cable or master television charges, and other commonly metered charges for the Common Properties; the cost of any master monitoring agreement entered into by Association with respect to security systems which may be installed in Homes; costs of management and administration of Association, including, but not limited to, managers, accountants, attorneys and employees and costs of insurance bonds covering those personnel; the costs of all utilities, gardening and other services benefiting the Common Properties and all facilities thereon; the costs of fire, casualty, windstorm and liability insurance, workmen's compensation insurance, and other insurance covering the Common Properties; the costs of bonding of the members of the Board and any management body; taxes paid by Association, including real and personal property taxes and other levies and charges upon the Common Properties; costs Association is required to bear in connection with the costs of conveying the Common Properties; amounts paid by Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; the costs of any other item or items so designated by, or in accordance with, other expenses incurred by Association of or any reason whatsoever in connection with its obligations regarding either the Common Properties for the benefit of the Owners or the Lots for the benefit of Owners, or both; and reserves for capital improvements, reconstruction and deferred maintenance of the Common Properties or those portions of the Buildings which are Association's responsibility pursuant to the provisions of this Declaration.

located. In any event, any subsequent Declarant shall not be liable for any actions or defaults of, or any obligations incurred by, any prior Declarant, except as same may be expressly assumed by the subsequent Declarant.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Declarant's Permittees" shall mean Declarant's officers, directors, partners, joint venturers, limited partners, parent (and the officers, directors and employees of any such corporate, general or limited partner, parent entity or joint venturer), employees, agents, independent contractors (including both general contractors and subcontractors), suppliers, visitors, licensees and invitees.

"Family" shall mean (a) a group of natural persons related to one another by blood, marriage, or adoption in the following degrees of kinship only: children, grandchildren, parents, grandparents, brothers, sisters, aunts, uncles, nieces and nephews, or (b) two single unrelated persons and persons related to them in the degrees of kinship described in Subsection (a) above.

"Home" shall mean each residential townhome and appurtenances thereto constructed within Catalina Place Townhomes. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy on for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in the Lot, improvements, or other property appurtenant to the Home.

"Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located upon Catalina Place Townhomes which may include but not be limited to buildings, pools, pool deck, cabanas, bathrooms, pool equipment building, walkways, sprinkler pipes, driveways, parking areas, fences, gazebos, berms, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, play equipment, signs, exterior air conditioning, heating and water-softener fixtures or equipment.

"Institutional Mortgage" shall mean a mortgage upon a Home held by an Institutional Mortgagee.

"Institutional Mortgagee" shall mean the holder of a mortgage encumbering a Home which holder in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and which is not owned or controlled by the Owner of the Lot encumbered. An Institutional Mortgagee may include, but is not limited to, a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal National Mortgage Association, the governmental authority, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an Institutional Mortgagee shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Mortgagee. For definitional purposes only, an Institutional Mortgagee shall also mean the holder of any mortgage executed by or in favor of Declarant, or which encumbers any portion of Catalina Place Townhomes which is owned by Declarant, whether or not such holder would otherwise be considered an Institutional Mortgagee and notwithstanding anything contained herein to the contrary, the holder of any such mortgage shall be entitled to all rights and protections granted to first mortgagees hereunder, whether or not such mortgage is a first mortgage.

"Lot" shall mean one of the plots of land described in Exhibit B together with the improvements thereon.

"Management Company" shall mean the person, firm or corporation, if any, which may be appointed by Association hereunder as its agent and delegated certain duties, powers or functions of Association.

"Master Plan" shall mean collectively any full or partial concept plan for the development of Catalina Place Townhomes, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of Catalina Place Townhomes or its amenities, as Declarant reserves the right to amend all or part of the Master Plan from time to time.

"Member" shall mean any person or entity holding a membership in Association as provided herein.

"Rules and Regulations" shall mean the Rules and Regulations governing Catalina Place Townhomes as adopted by the Board from time to time.

"<u>Turnover Date</u>" shall mean the date on which transition of control of Association from Declarant to Owners occurs.

"Working Capital Fund" shall have the meaning set forth in Section 17 hereof.

#### 3. General Plan of Development.

- 3.1 <u>Catalina Place Townhomes.</u> Declarant's Master Plan contemplates the construction of an eighty-six (86) unit townhome community to be known as Catalina Place Townhomes. The Master Plan also contemplates that various portions of Catalina Place Townhomes shall be set aside for the collective use of all Owners and residents.
- 3.2 <u>Description of Catalina Place Townhomes</u>. Catalina Place Townhomes shall, be comprised of Lots and Common Properties. Buildings containing Homes are contemplated to be constructed upon the Lots as more particularly described in <u>Exhibit B</u> attached hereto, and shall be townhome-type attached Homes sharing party walls with the adjacent Home(s).
- 3.3 Master Plan. The Master Plan for the Common Properties shall include such facilities and amenities as Declarant considers in its sole judgment to be appropriate to and for Catalina Place Townhomes. By way of example, but not of limitation, the Common Properties are expected to include (i) the road lying within Catalina Place Townhomes all of sufficient completion to allow pedestrian and vehicular ingress and egress to and about Catalina Place Townhomes and access to the publicly dedicated roadways commonly referred to as N.W. 74<sup>th</sup> Avenue and N.W. 64<sup>th</sup> street; (ii) utilities facilities serving Catalina Place Townhomes and the Homes thereon including, without limitation, water, sewer, stormwater drainage and retention facilities, electrical power, telephone and cable television trunk arterial lines; (iii) mail kiosk area; and (iv) pool, pool deck, cabana and tot lot.
- 3.4 <u>Identification of Lots.</u> Lots may be conveyed by reference to a plat if the same identifies such Lots or be a metes and bounds legal description for the same and, in the event of a conflict between the legal description for a specifically numbered Lot as set forth in <u>Exhibit B</u> hereto and that set forth in the deed conveying such Lot, the latter such legal description shall govern and control. In such event, any portions of the lands declared as a Lot pursuant to <u>Exhibit B</u> which is not included within the lands described as a Lot in the deed conveying such Lot shall forthwith be excluded from the Lot as described in the deed of conveyance therefor and any other portions of the properties which are included in the legal description for the Lot in its deed of conveyance shall be and constitute a portion of the Lot thereby conveyed. In the event of any such conflict, Declarant may (but need not) record a supplemental declaration correcting the legal description set forth in <u>Exhibit B</u> attached hereto which, to be effective, need only be executed by Declarant.

#### Owner's Property Rights.

- 4.1 Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive, common right and easement of ingress and egress over, enjoyment in, and use of Common Properties, which right and easement shall be appurtenant to and shall pass with title to his Home subject to the following conditions and limitations:
- 4.1.1 The right of Association to reasonably limit the number and nature of guests and invitees of Owners or of an Owner's lessees using the Common Properties.
- 4.1.2 The right of Association to establish uniform rules and regulations pertaining to the use of the Common Properties including, but not limited to, the right and obligation of Association to enforce parking restrictions within the Common Properties.
- 4.1.3 The right and duty of Association to establish and enforce uniform rules and regulations pertaining to the portions of each Home and Lot which are to be maintained solely by Association or which are visible from any portion of the Common Properties including, but not limited to, prohibitions against or guidelines for the planting of trees, flowers, hedges and other plants; regulating the placement, replacement or upkeep of

- 4.1.7 The right and duty of Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the original design, finish or standard of construction of such Improvement and in the manner as specified in Section 8 below.
- 4.1.8 The right and duty of Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Properties or Lots.
- 4,1.9 The easements provided elsewhere in this Section and in Section 16 hereof, and the use restrictions described in Section 14 hereof.
- 4.1.10 The right and duty of Association (by action of the Board) to reconstruct, replace or refinish any portion of a Building, Home, including appurtenant portions thereof serving the Lot but located upon Common Properties in accordance with the original design, finish or standard of construction of such items and in the manner as specified in Section 8, Section 10.1 and Section 13.2.
- 4.2 <u>Delegation of Use.</u> Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties and facilities to the members of his Family, or to the tenants who reside in his Home, subject to all rules and regulations in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.
- 4.3 <u>Easements for Vehicular Traffic.</u> In addition to the general easements for use of the Common Properties reserved herein, there shall be, and Declarant hereby reserves, grants and covenants for itself and all future Owners, their invitees, and Institutional Mortgagees of Catalina Place Townhomes (or portions thereof), and for Association (collectively, the "beneficiaries") that all such beneficiaries shall have a non-exclusive easement appurtenant for vehicular and pedestrian traffic over all private or public streets as well as alcoves, cul-de-sacs and other private, paved areas abutting or serving the same within or upon portions of Catalina Place Townhomes, which areas have been paved and intended for such purposes. The foregoing grant of easements shall be in addition to, and not a limitation upon, the grants of easements conferred in Section 16 of this Declaration.
- 4.4 Easements for Public Service Use. In addition to the foregoing easements over Catalina Place Townhomes, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners, easements over, under and through Catalina Place Townhomes for cable TV, municipal and private utility companies, and other governmental public services, including, but not limited to, the right of the police, fire, health, sanitation and other public service personnel to enter upon (with or without vehicles or animals) any part of the Common Properties or Catalina Place Townhomes for the purpose of carrying out their duties and the right of all utility companies to install, maintain, replace or supplement their equipment and facilities.
- 4.5 Access Easement. Declarant hereby reserves perpetual non-exclusive easements of ingress and egress over and across any and all streets (as well as alcoves, cul-de-sacs, alleys and other private, paved areas abutting or serving the same) and any private streets and driveways within or upon Catalina Place Townhomes and all other portions of Catalina Place Townhomes which are necessary or convenient for enabling Declarant to carry on the work referred to in Section 9.13 hereof, which easements shall be for the use of Declarant, Declarant's Permittees, Declarant's successors and assigns, Owners, and the respective lessees, employees, agents, invitees and licensees of Declarant and Owners.
- 4.6 <u>Waiver of Use.</u> No Owner other than Declarant may exempt himself from personal liability for Assessments duly levied by Association. No Owner may release the Home owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties and the facilities thereon or by abandonment of his Home.

#### 5. Operation of Common Properties.

Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Properties to Association as set forth in Section 5.4 herein, any portion of the Common Properties owned by Declarant shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Properties without interference from any Owner or Institutional Mortgagee or

improvements, or Common Properties as they are contemplated as of the date hereof. Declarant is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Properties, or changes or modifications to any of them.

5.3 <u>Use of Common Properties by Declarant.</u> Until the Community Completion Date, Declarant shall have the right to use any portion of the Common Properties, without charge, for any purpose deemed appropriate by Declarant.

## 5.4 Conveyance.

- Generally. Within sixty (60) days after the Turnover Date, or earlier as determined by 5.4.1 Declarant in its sole discretion, all or portions of the Common Properties may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the public records of the County, or by Quitclaim Deed from Declarant to Association. Association shall pay all costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Properties and other obligations relating to the Common Properties imposed herein. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Properties, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON PROPERTIES BEING CONVEYED.
- 5.4.2 <u>Form of Common Area Deed.</u> Each deed of the Common Properties shall be subject to the following provisions:
- 5.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;
  - 5.4.2.2 matters reflected in the plat(s) of Catalina Place Townhomes;
- 5.4.2.3 perpetual non-exclusive easements in favor of Declarant, its successors, and assigns in, to, upon and over all of the Common Properties for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Declarant, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;
  - 5.4.2.4 all restrictions, easements, covenants and other matters of record;
- 5.4.2.5 in the event that Association believes that Declarant shall have failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or the Common Properties conveyed herein are defective in any respect, Association shall give written notice to Declarant detailing the alleged failure or defect. Once Association has given written notice to Declarant pursuant to this Section, Association shall be obligated to permit Declarant and their agents to perform inspections of the Common Properties and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Properties deemed defective by Declarant during its inspections of the Common Properties. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant. At this time, it is impossible to determine the actual damages Declarant might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Declarant liquidated damages in the amount of \$250,000.00 which Association and Declares saves in a fair and researchile remedie and

- limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces, including but not limited to roads, pathways, bicycle paths, and sidewalks forming a part of the Common Properties, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Properties by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Common Expenses of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Properties annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Properties monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.
- 5.7 <u>Delegation</u>. Once conveyed or dedicated to Association, the Common Properties and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Declarant, its affiliates and/or subsidiaries shall have the right to manage Association. Owners and Association acknowledge that it is fair and reasonable to have Declarant, its affiliates and/or subsidiaries manage Association. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

#### 5.8 Use.

- 5.8.1 Nonexclusive Use. The Common Properties shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Properties. Prior to the Community Completion Date, Declarant, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Properties available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.
- 5.8.2 <u>Obstruction of Common Properties</u>. No portion of the Common Properties may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.
- Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Properties accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Properties, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Catalina Place Townhomes, and (e) design of any portion of Catalina Place Townhomes. Each such person also expressly indemnifies and agrees to hold harmless Declarant, Association, Builders, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Properties, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Properties, including, without limitation, all waterbodies, lakes, pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON PROPERTIES MAY CONTAIN WILDLIFE INCLUDING, WITHOUT LIMITATION, ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DECLARANT, BUILDERS AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

# 5.9 Rules and Regulations.

- 5.9.1 Generally. Prior to the Turnover Date, Declarant, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Properties and Catalina Place Townhomes. The Rules and Regulations need not be recorded in the public records. The Common Properties shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.
- Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not 5.9.2 apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would adversely affect the interests of Declarant. Without limiting the foregoing, Declarant, Builder and/or their assigns. shall have the right to: (i) develop and construct commercial and industrial uses, Homes and Common Properties and related improvements within Catalina Place Townhomes, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Catalina Place Townhomes), general office and construction operations within Catalina Place Townhomes; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Catalina Place Townhomes for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Catalina Place Townhomes; (v) post, display, inscribe or affix to the exterior of any portion of the Common Properties or portions of Catalina Place Townhomes owned by Declarant, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Catalina Place Townhomes including, without limitation, Lots and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to Catalina Place Townhomes by dredge or dragline, store fill within Catalina Place Townhomes and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Catalina Place Townhomes and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary for the development and sale of any lands and improvements comprising Catalina Place Townhomes.
- 5.10 <u>Default by Another Owner.</u> No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Properties or any other act of omission by any of them shall be construed or considered (a) a breach by Declarant or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Properties; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.
- 5.11 Water Transmission and Distribution Facilities Easement and Repair. Declarant hereby grants and conveys to County, its successors and assigns, the non-exclusive right, privilege and easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Catalina Place Townhomes (excluding such facilities located inside a Home) in accordance with plans approved by Declarant or Association.
- 5.12 <u>Water Mains</u>. In the event County or any of its subdivisions, agencies, and/or divisions must remove any portion of a Home driveway which is constructed of pavers within any portion of the Common Properties, then Association will be responsible to replace or repair the driveway at each Owner's expense as a Special Assessment, if such expenses are not paid for by County or other entity.
- Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Properties or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Common Expenses to the extent such matters are not covered by insurance maintained by Association.

- 8. <u>Duties and Powers of Association</u>. Association, acting through the Board of Directors, shall also have the power and duty to:
- 8.1 Maintain, repair and otherwise manage the Common Properties and all facilities, Improvements and landscaping thereon in accordance with the provisions of this Declaration;
- 8.2 Maintain and repair and otherwise manage portions of each Lot and Home which are expressly deemed to be Association obligations pursuant to Section 10.1 and other portions of this Declaration;
- 8.3 Maintain all private streets, roadways and sidewalks within or upon the Common Properties, including cleaning and periodic resurfacing;
- 8.4 Obtain, for the benefit of Catalina Place Townhomes, or Homes located on Lots, all commonly metered water, sanitary sewage, lighting and electric services, and may provide security system monitoring services and for all refuse collection and cable or master television service (if any) as necessary or desirable;
- 8.5 Grant easements, rights-of-way or strips of land, where necessary, for utilities, sewer facilities, cable TV, stormwater drainage or retention, electric, telephone and other services over the Common Properties to serve the Common Properties and other portions of Catalina Place Townhomes;
- 8.6 Maintain such policy or policies of liability, fire, casualty insurance with respect to the Common Properties and personal property, if any, located thereon or used therewith and owned by Association or Declarant.
- 8.7 Employ staff or contract with a Management Company (which may be an affiliate of Declarant) to perform all or any part of the duties and responsibilities of Association, and to delegate its powers to committees, officers and employees;
- 8.8 Install and maintain such security devices, detectors and communication facilities, and employ or contract for employment of security services, guards and watchmen for the Common Properties as the Board deems necessary or appropriate;
- 8.9 Promulgate, amend and alter rules and regulations governing the use of the Common Properties and portions of the Lots for which regulatory obligations have been imposed upon Association;
- 8.10 Enforce the provisions of this Declaration including, without limitation, maintenance, upkeep, insurance maintenance, reconstruction, replacement and repair obligations of Owners with regard to all visible portions of their Lots and the Homes thereon;
- 8.11 Maintain, repair, replace, relocate and/or administer Catalina Place Townhomes Common Properties referred to as such; and
- 8.12 Take such other action which the Board shall deem advisable with respect to Catalina Place Townhomes as may be permitted hereunder or under the law.

#### 9. Covenant for Maintenance Assessments.

Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Home now or hereafter owned by it hereby covenants, and each Owner of any Home by acceptance of a deed therefor (or who accepts title thereto as an heir or devisee) whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to Association: (a) Common Assessments for Common Expenses, (b) Capital Improvement Assessments, (c) Special Assessments, (d) Reconstruction Assessments; and (e) Facilities Reserve Fund Assessments; all of such Assessments to be established and collected as hereinafter provided (whether or not the covenant or agreement is expressly mentioned in the deed or other instrument by which he, she, or it acquired title);. Such Assessments, together with any related interest, penalties, and costs of collection including, without limitation, reasonable attorneys' and paraprofessional fees, shall be a charge on the Lot and Home located thereon (and any other improvements thereon) and shall be and constitute a continuing lien thereon, which shall relate back to the date this Declaration is recorded. Each such Assessment, together with interest, penalties, costs and reasonable attorneys'

maintenance, repair, replacement and upkeep of the Common Properties as provided herein, and compliance with the provisions of Sections 8 and 10 imposing upon Association the duties of compliance, maintenance, replacement and upkeep of specified portions of the Lots and Homes. Disbursements shall be made by the Board for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners and to reimburse Declarant for start-up expenses advanced by Declarant.

- 9.3 <u>Damage By Owners</u>. The foregoing maintenance, repairs or replacements within either the Common Properties or the portions of the Lots or Homes required to be cared for by Association arising out of or caused by the willful or negligent act of an Owner, his Family, guests, invitees or lessees shall be effected at said Owner's expense or a Special Assessment therefor shall be made against his Home together with all Improvements thereon (unless proceeds of insurance are collected and applied to the payment of such expense with respect thereto).
- Quital Improvement and Reconstruction Assessments. In addition to the Common Assessments authorized above, the Board may levy, in any Assessment year, a Capital Improvement Assessment or Reconstruction Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an Improvement or other such addition upon either the portions of the Lots required to be maintained by Association or the Common Properties, including fixtures and personal property related thereto; provided, however, that no Reconstruction Assessment shall be levied until or unless the Board of Directors shall have determined that no source of insurance proceeds for such reconstruction will be available or, if available, that, in the view of the Committee, the proceeds will be insufficient to effectuate such reconstruction without securing proceeds resulting from the levy of a Reconstruction Assessment. No action authorized in this Section shall be taken without the prior written consent of Declarant as long as Declarant owns any portion of Catalina Place Townhomes.
- 9.5 <u>Date of Commencement of Owners' Obligation for Common Assessments</u>. Every Owner other than Declarant shall be required to pay Assessments under this Section with respect to his Home upon acquiring title thereto.
- 9.6 Setting of Common Assessments: Due Date. The Common Assessments shall be established by Association. The Board may change the budget and level of Common Assessments at a duly constituted meeting of the Board provided that written notice containing a copy of the newly adopted budget outlining the Assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change. For each twelve month period thereafter commencing on the first day of January (hereinafter called an "Assessment Year"), the Common Assessments may be adjusted by vote of the Board at a duly held meeting after giving proper notice as described above.
- Annual Budget. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Members of Association a written, itemized estimated operating budget of the expenses to be incurred by Association during such year in performing its functions under this Declaration. The Assessments shall be based upon an estimated budget that may include reasonable reserves for deferred maintenance of Improvements. Association is responsible hereunder for maintaining and may (but need not) include reserves for other contingencies. Prior to finalizing the preparation of the estimated operating budget and prior to distributing the same, Association shall meet with, secure recommendations from and follow recommendations of the Committee concerning the subject matter of reserves necessary or appropriate to the fulfillment by the Board of Directors of its obligations pursuant to this Declaration, including, without limitation, those in Sections 10 and 13 hereof. The Board may provide in its absolute discretion that the periodic Assessments be payable either quarterly or monthly. The Board of Directors shall cause to be prepared within sixty (60) days after the close of each Assessment Year an annual balance sheet and operating statement for each Assessment Year, and shall cause to be distributed a copy of each such statement to each Member and to each Institutional Mortgagee who has filed a written request for copies of the same with the Board. The balance sheet and operating statement shall be prepared in accordance with the requirements of Florida Statutes, Section 617.303(7).
- 9.8 <u>Exempt Property</u>. Common Expenses shall be assessed only against Lots with Homes thereon for which certificates of occupancy have issued and which are subject to Assessment under the provisions hereof, and all other portions of Catalina Place Townhomes shall be exempt therefrom.

Declarant has cumulatively overfunded Association and/or prepaid expenses of Association which have not been reimbursed to Declarant prior to the Turnover Date, Association shall refund such amounts to Declarant on or prior to the Turnover Date (or on the soonest possible date thereafter). Any surplus Assessments collected by Association may be (i) allocated towards the next year's Common Expenses, (ii) used to fund reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

9.11.1 <u>Budgets</u>. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by Association. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Common Expenses may vary in one or more respects from that set forth in the initial budget. A Builder shall pay Assessments as per the budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Declarant shall fund entirely all Common Expenses not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

#### 9.12 Association's Remedies for Non-Payment.

- 9.12.1 Penalties for Delinquency. In the event any Assessment is unpaid for more than ten (10) days after the date it is due, a late charge of \$10.00 (or such greater amount as established by the Board from time to time) for each month that the Assessment remains unpaid shall be imposed upon the Owner failing to pay the Assessment to cover Association's administrative costs and expenses in dealing with the delinquency and not as a penalty. Nothing in this Section shall be construed to relieve an Owner from any other remedy provided to Association pursuant to this Declaration by reason of any past due Assessments of any nature or description.
- 9.12.2 Enforcement of Lien. Association may bring an action in its name to foreclose any lien on a Home in the manner in which mortgages of real property are foreclosed in Florida and may also bring an action to recover a money judgment for unpaid periodic or Special Assessments with interest thereon (plus the costs and expenses mentioned in Section 9.12.3) without waiving any claim of lien, provided that in either case Association must give the delinquent Owner at least ten (10) days' written notice of its intentions and, in the case of a foreclosure, must file a claim of lien in the public records of the County. Upon the timely curing of any default (including the payment of fees and costs and attorneys' and paraprofessional fees secured by Association's lien) for which a claim of lien was filed, the Owner curing the default is entitled to have a satisfaction of lien recorded upon payment to Association of a fee to be determined by Association but not to exceed One Hundred Dollars (\$100.00).
- 9.12.3 Attorneys' Fees and Other Costs of Enforcement. Reasonable attorneys' and paraprofessional fees incurred by Association or its agent incident to the collection of an unpaid periodic or Special Assessment or the enforcement of any lien provided for by Section 9.1 of this Declaration (including, without limitation, attorneys' fees in connection with any review of a judicial or administrative proceeding by appeal or otherwise), together with all sums advanced and paid by Association or its agent for taxes and payments on account of superior liens or encumbrances that may be required to be advanced by Association or its agent in order to preserve and protect its lien, shall be payable by the Owner liable for the Assessment and be secured by Association's lien.
- 9.12.4 Status of Transferees. No person or entity that acquired title to a Home as a result of a foreclosure of an Institutional Mortgage or any bona fide first mortgage of record or that accepts a deed to a Home in lieu of foreclosing an Institutional Mortgage of record shall be liable for the share of periodic or Special Assessments pertaining to that Home or chargeable to the former Owner thereof which became due prior to its acquisition of title, unless such share is secured by a claim of lien for periodic or Special Assessments recorded prior to the recording of the mortgage in question. Any such shares of Assessments for which the new Owner is not liable shall be collectible by periodic or Special Assessments from all the Owners, including the new Owner of the Home in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of a Home shall be jointly and severally liable for all unpaid periodic or Special Assessments against the grantor for his share of the Assessments up to the time of the conveyance. Anything contained herein to the contrary notwithstanding, each and every Owner including purchasers at a judicial sale shall be liable for all periodic or Special Assessments coming

# 10. Maintenance and Repair Obligations.

#### 10.1 By Association.

- 10.1.1 Maintenance of Homes. Association shall be responsible for painting, cleaning, repairing and replacing, as and when it deems same reasonably necessary, of the exterior building surfaces of each Home, the roof of each Home, (but not the doors, windows, screens, air conditioning units or pads of each Home) and the grounds and landscaping upon each Lot originally installed thereon by Declarant, but not items planted by the Owners of Lots after they acquire title to their Lots; provided that the painting, repair or replacement (as the case may be) is not necessitated by fire or other casualty or by the negligence or misconduct of the Owner or his tenants, guests, or invitees. Association shall have an easement over the Lots and the irrevocable right of access to the Lots and the Homes from time to time during reasonable hours as may be necessary in connection with Association's maintenance obligations.
- of the Common Properties and all Improvements thereon, including all paved roadways and related areas, commonly metered utilities, and any and all utility facilities and structures on the Common Properties. In addition, Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. Association shall further maintain, reconstruct, replace and refinish Improvements upon the Common Properties, including but not limited to the pool, pool deck, cabanas and tot lot, and any paved surface on the Common Properties.
- 10.1.3 <u>Standards</u>. All of the foregoing obligations of Association shall be discharged in the manner and pursuant to the standards as the Board shall determine in its judgment to be appropriate.
- Maintenance of Landscaping. Association shall maintain in the manner as hereinafter provided landscaping originally installed about the areas for which it has maintenance obligations. Association shall periodically mow, trim, water (by commonly metered irrigation systems or otherwise), weed, spray to inhibit infestation or disease, and fertilize all landscaping. Association shall also periodically remove all dead, dying or diseased sod, plants, shrubs or trees located in such front, side or rear yard areas, and, in addition, unsightly weeds, underbrush or growths and, in addition, frequently replace flowering annuals, if any, wherever originally installed by Declarant. Association shall replace such dead, dying or diseased sod, plants, shrubs or trees with such quantities or types of species as the policies established by the Committee deem necessary or appropriate to the maintenance of the architectural and aesthetic integrity of Catalina Place Townhomes. Association shall also replace any sod, plants, shrubs or trees which are damaged or destroyed by the negligence or willful misconduct of an Owner, his guests or invitees, at the sole expense of said Owner.
- 10.1.5 <u>Mailboxes.</u> Mailbox kiosks shall be maintained by Association. Declarant expressly reserves the right to install in such location or locations as Declarant deems necessary or prudent, facilities containing common mailboxes serving multiple Homes. No Owner shall alter, deface, relocate, or abuse the mailboxes or, by installation of landscaping or otherwise block access to the same.

#### 10.2 By The Owners.

keeping the interior of his Home in a clean, safe and first class condition and in good repair. Each Owner shall be responsible for the maintenance, in first class condition, replacement or repair of all doors, windows, screens, structural elements of his walls (except for exterior stucco and paint), exterior components of the Home's heating and ventilation system including the concrete pads and other interior portions of his Lot. Each Owner shall be responsible for the repair and replacement of his Home in the event of damage or destruction by fire or other casualty. Such responsibilities shall include the maintenance, repair or replacement of all appliances, including the air conditioning and heating unit (and all components thereof) and the plumbing and electrical systems servicing such Home. Each Owner shall also be responsible for the maintenance and first class condition and replacement of all landscaping which is not maintained by Association pursuant to Section 10.1, including the mowing, trimming, watering, weeding, fertilization and removal of all dead, dying or diseased sod, plants, shrubs and trees. In recognition that it is the intention of Declarant that Catalina Place Townhomes continuously maintain an aesthetically excellent and uniform appearance, an Owner shall only be deemed to have fulfilled his maintenance obligations regarding his Lot and Home in first class condition if the same is maintained in substantially identical

- 10.2.4 Costs. The foregoing party walls and/or party roof areas shall be subject to the following understandings, to wit:
- 10.2.4.1 That the costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the party wall;
- 10.2.4.2 That if a party wall or party roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may provide Association with his insurers' loss proceeds to restore it, but no greater dimension of that party wall or party roof, or of any extension or restoration thereof, shall be placed upon the Lot of the other Owner who is not requesting that Association extend, construct or restore it than that existing prior to the fire or other casualty, unless the written consent of the latter is first obtained. No part of any addition to the dimensions of that party wall or party roof (or of any extension thereof already built) that may be made by either one of the Owners who have used it (or by those claiming under them respectively) shall be placed upon the Lot of the other Owner, unless the written consent of the latter is first obtained. If the other Owner thereafter makes use of (or benefits by) the wall or roof, he shall contribute to the cost of restoration thereof in proportion to his use or benefit, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions;
- 10.2.4.3 That, notwithstanding any other provision of this Section 10.2.2; any Owner who by his negligent or willful act causes a part of the party wall and/or party roof not previously exposed to the elements to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements;
- 10.2.4.4 That the right of any Owner to contribution from any other Owner under this Section 10.2.2, shall be appurtenant to the land and shall pass to such Owners' successors in title to his Lot. Upon conveyance or other transfer of title, the liability of the prior Owner shall cease; and
- 10.2.4.5 That in the event of any dispute arising concerning a party wall or party roof or under the provisions of this Section generally, each party shall choose one arbitrator, those arbitrators shall choose one additional arbitrator, and the decision of a majority of the three arbitrators thus chosen shall be conclusively determinative of the question involved. If a panel cannot be designated in this way, the matter shall be arbitrated pursuant to the rules of the American Arbitration Association (or its successors in function) then obtaining. Any decision made pursuant to this Subsection shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.
- 10.2.5 Failure to Perform. If an Owner fails to comply with the foregoing provisions of this Section 10.2, Association may proceed in court to enjoin non-compliance or to compel compliance with them. In addition, if the failure relates to an Owner's maintenance or restoration obligations, it shall take such steps as the Board deems appropriate to compel such maintenance or restoration, and shall be entitled (though not obligated) to restore the neglected Home or Lot to the condition required by this Section and to levy on the offending Owner a Special Assessment equal to the cost of the work that was the Owner's responsibility.
- 11. <u>Insurance</u>. The insurance other than title insurance and casualty insurance on Homes which shall be carried upon Catalina Place Townhomes shall be governed by the following provisions:

#### 11.1 Purchase, Custody and Payment of Policies.

- 11.1.1 Except as hereafter set forth, all insurance policies covering Catalina Place Townhomes shall be purchased by Association and shall be issued by an insurance company authorized to do business in Florida.
- 11.1.2 Any deductible or exclusion under an insurance policy purchased by Association shall be a Common Expense.

#### 11.2 Coverage.

11.2.1 Each Owner shall at all times maintain insurance on his Home in an amount equal to

- 11.2.5 If required by law or by any Institutional Mortgagee or if otherwise desired by the Board, Association shall obtain blanket fidelity bonds for all officers, directors, trustees and employees of Association and all other persons handling or responsible for funds of or administered by Association.
  - 11.2.6 Such other insurance as Association shall determine from time to time to be desirable.
- 11.2.7 When appropriate and obtainable, any such policy shall waive the insurer's right to: (i) subrogation against Association and against the Owners individually and as a group, (ii) any prorata clause that reserves the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more directors of Association or by one or more Owners; and shall provide that such policies may not be canceled or substantially modified (except for increases in coverage for limits of liability) without at least thirty (30) days prior written notice to Association and to the holder of a first mortgage encumbering any Home which is listed as a scheduled holder of a first mortgage in the insurance policy.
- 11.2.8 Notwithstanding anything contained herein to the contrary, in the event the Board determines that the insurance hereinabove required to be purchased by Association is unreasonably expensive to obtain, or is not reasonable obtainable, Association may purchase insurance with less coverage than hereinabove specified.
- 11.3 Owners to Purchase Casualty and Flood Insurance. Owners shall purchase casualty insurance and flood insurance for their individual Homes in accordance with the following provisions:
- 11.3.1 Each Home Owner shall be required to obtain and at all times maintain casualty insurance in an amount equal to the then current replacement cost of the Owner's Home, excluding foundation and excavating costs and other items normally excluded from coverage. Association shall have the right to approve the amount of casualty insurance purchased by any Owner, which approval shall not be unreasonably withheld. Such insurance shall contain protection against loss or damage by fire, windstorm and other hazards covered by a standard extended coverage endorsements and such other risks as from time to time shall be customarily insured against with respect to Homes similar in construction as the Owner's Home, including, but not limited to vandalism and malicious mischief and all other risks normally covered by a standard "all risk" endorsement, where available.
- 11.3.2 Each Home Owner shall obtain flood insurance in the maximum amount allowable if Catalina Place Townhomes is located within a flood zone causing Institutional Mortgagees to require such insurance.
- 11.3.3 The casualty insurance purchased by any Owner shall name Association as an additional named insured, and may also name any mortgagee of the Home as an additional insured. Each Owner shall provide Association with a copy of the insurance policy or a certificate thereof when same is obtained or renewed. The policy shall contain a provision that the insurer will give Association at least thirty (30) days notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance or any other material change.
- 11.3.4 In the event any Home Owner fails to maintain such Insurance or provide Association with evidence of same within 10 days after written demand by Association, Association shall have the right but not the obligation to obtain casualty insurance for such Home Owner, at the Home Owner's expense, and in that event the cost of obtaining the insurance shall be assessed against the applicable Owner, and Association may collect such Assessment and have a lien for same as elsewhere provided.
- 11.4 <u>Notice of Possible Inadequate Insurance Coverage</u>. In any legal action in which Association may be exposed to liability in excess of insurance coverage protecting it and the Owners, Association shall give notice of any excess exposure within a reasonable time to all Owners who may be exposed to the liability and they shall have the right to intervene and defend.
- 11.5 <u>Inspection of Insurance Policies</u>. A copy of each insurance policy purchased by Association shall be made available for inspection by any Owner at reasonable times.

damage shall be repaired unless all of the Owners of the damaged Homes, and two-thirds (2/3) of the other Owners present, in person or by proxy, at a duly called meeting for such purpose, vote to the contrary. In the event the damaged Homes are not to be repaired, the fee title to each Lot containing a damaged Home which is not to be repaired shall be vested in Association. By accepting a deed conveying a Home, each Owner covenants for himself, his heirs, personal representatives, successors and assigns to execute any and all instruments which may be reasonably required by Association to carry out the terms of this Section, including, without limitation, a deed conveying all of the Owner's rights, title and interest in and to his Home to Association. In such event, Association shall diligently pursue selling all Homes which are not to be repaired, and the net proceeds from such sale, together with the net proceeds of casualty insurance purchased by the Owners resulting from damage, after paying for the cost of removing the Building and improvements that will not be repaired and restoring the land to a clean and safe condition, shall be divided among all the Owners of such damaged Homes, each Owner to receive a share of such net proceeds based upon the relative assessed value of the Homes for real estate tax purposes; provided, however, that no payment shall be made to an Owner until there has first been paid off out of his share of such funds all liens on his Home in the order of priority of such liens.

- 12.4 Repair of Damage. Any Principal Damage shall be repaired as soon as is reasonably practical after any damage. To the extent practicable, such repair shall be in accordance with the original plans and specifications for the Homes, and in a manner which will restore the exterior appearance and structure of the Building as same existed prior to the damage, and if same is not practicable then according to plans and specifications approved by a majority of the Owners of the damaged Homes, which approval shall not be unreasonable withheld. Association shall have the right to approve any plans and specification for the repair of the Principal Damage.
- 12.5 Governmental Requirements. Any reconstruction or repair must be in conformance with the requirements of any controlling governmental authority, and where required appropriate permits for same shall be obtained.
- Association has a special interest in making sure same is properly repaired so that such damage, and the repair of same, will not adversely affect the other Homes, especially any Homes within the same Building as the damaged Home. If the damage is to only one Home and does not include any Principal Damage, then the Owner shall be responsible for the repair of such damage, if any damage to one or more Homes includes Principal Damage, Association, at the request of the Owner of any damaged Home, may permit the Owner of such damaged Home to repair all or any part of the damage to his Home, in which event Association shall have the right to approve the contractor hired by any Owner that will repair any Principal Damage. In all instances, the responsibility for the repair of Homes after casualty shall be that of the affected Owners.
- 12.7 <u>Inadequate Insurance Proceeds</u>. If the proceeds of any casualty insurance policy purchased by an Owner of a damaged Home are insufficient to pay the cost of repairing any Principal Damage to the Home or any other damage to the Home or if the Owner has failed to obtain such insurance the Owner shall be required to expend excess funds sufficient to pay for the cost of repairing any Principal Damage or any other damage to the Home. If any Owner fails or refuses for any reason to pay for the repair of any Principal Damage or other damage to the Owner's Home, Association shall have the right but not the obligation to pay same on behalf of the Owner. In that event any funds advanced by Association shall be assessed against the applicable Owner, and Association may collect such Assessment and have a lien for same as elsewhere provided.

#### 13. Architectural Control.

13.1 Members of Committee. The Committee shall consist of not less than three (3) members nor more than five (5) members. Initially there shall be three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said parties shall hold office until all Homes planned for construction upon Catalina Place Townhomes have been conveyed, or at such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee, other than those designated by Declarant, may be removed at any time without cause. In the event that the Board shall desire to increase the number of members on the Committee from three (3) members to a greater number, then the notification of such request shall be tendered in writing to all members and the Board, whereupon the Board shall select two (2) additional members who shall be Owners or engaged by firms professionally licensed for the provision of engineering construction architectural or landscape architectural

submitted for its approval unless (i) the work proposed to be undertaken would meet previously adopted policies and guidelines for such undertaking or, if no such guidelines exist, if such undertaking involves the reconstruction, upkeep, repair, relocation or replacement of previously existing improvements installed pursuant to the original plans and specifications for Catalina Place Townhomes and the proposal as submitted will meet policies then determined to be adopted by the Committee; (ii) the Committee deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of Catalina Place Townhomes as a whole; and (iii) the Committee determines that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also issue such rules or guidelines setting forth procedures for the submissions of plans and specifications submitted for its review as it deems proper, including, without limitation, the submission of floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior materials and colors. If the proposed construction, alterations or additions are to a portion (or interfere with access to a portion) of the Improvements which Association is obligated to maintain, said approval may also be subject to approval by the Board. The Committee may condition its approval of proposals and plans and specifications in such manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such request. Until receipt by the Committee of any required plans and specifications, or other additional information requested by it, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not accepted within such thirty (30) day period, such plans shall be deemed disapproved. Notwithstanding any provision in this Section 13 to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations to Homes that are contained within such structures if such additions, changes or alterations are not visible from outside such Homes. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. No construction, reconstruction, addition, alteration or change by Declarant shall require the prior approval or any certificate of consent of the Committee.

- white picket aluminum fence extending no more than ten (10) feet from the rear of a Home may be erected by an Owner after the Turnover Date provided the plans for all such fences enclosing rear yards must be submitted to and approved by the Committee. Additionally, any Owner installing such a fence shall maintain a copy of the cost of erecting same on file with Association. If an owner desires to erect such a fence and, if either or both of the adjacent Owners already has erected such a fence, the Owner desiring to erect such a fence shall reimburse the adjacent Owner(s) for one-half the cost of the common fence between the two (2) Owners. When adjacent Owners both have enclosed rear yards, the fence on the Lot line dividing said Owners' Lots, shall be deemed a party wall as set forth in this Declaration. Nothing contained herein shall prohibit Declarant from erecting such fences prior to the Turnover Date, in Declarant's sole discretion. Declarant shall be exempt from Committee approval.
- 13.4 Meetings of the Committee. The Committee shall meet from time to time as is necessary to perform its duties hereunder. All meetings shall be noticed and held in the same manner as required or permitted by Florida law for directors of non-profit corporations and a member shall be designated to keep and maintain all notices, minutes and records. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 13.9 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.
- 13.5 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.
- 13.6 <u>Compensation of Members</u>. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.
  - 13.7 <u>Inspection of Work</u>. Inspection of work and correction of defects therein shall proceed as follows:
    - 13.7.1 Upon the completion of any work for which approved plans are required under this

ruling. If the submitting party does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance, and the submitting party shall reimburse Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the submitting party to Association, the Board shall levy a Special Assessment against such submitting party for reimbursement.

- (d) If for any reason the Committee fails to notify the submitting party of any non-compliance within sixty (60) days after receipt of said written notice of completion from the submitting party the Improvement and/or alteration shall be deemed to be in accordance with said approved plans.
- Representative, shall be liable to Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic consideration, in light of the policies and objectives set forth in this Declaration, and the overall benefit or detriment which would result to the immediate vicinity and to the community then planned to be created upon Catalina Place Townhomes. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.
- provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including, but not limited to, zoning ordinances and Lot set-back lines or requirements imposed by any governmental or municipal authority.
- 13.10 <u>Amendment.</u> This Section 13 may not be amended while Declarant owns all or any portion of Catalina Place Townhomes and thereafter, without the consent of all Owners of Lots within Catalina Place Townhomes.
- 14. <u>Use Restrictions</u>. All of the Catalina Place Townhomes, including Lots and Homes thereon shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Section 14.14 hereof.
- Townhomes or in or about any other Improvements, Homes, Lots or on the Common Properties, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. All garage doors shall remain closed except for access to and from the garage. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding Common Properties. No loud noises or noxious odors shall be permitted in any buildings or other Improvements, Homes, Lots, or on the Common Properties and the Board of Directors shall have the right to determine in accordance with the By-Laws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any portion of the Catalina Place Townhomes, or exposed to the view of other Owners without the prior written approval of the Board of Directors.

personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Catalina Place Townhomes.

- 14.3.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Catalina Place Townhomes for more than twelve hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Catalina Place Townhomes, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.
- 14.3.3 Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Catalina Place Townhomes except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a Home so long as the boat and/or boat trailer, when located within a fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Declarant or Builder of Homes, Common Properties, or any other Catalina Place Townhomes facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Catalina Place Townhomes. For any Owner who drives an automobile issued by County or other governmental entity (e.g., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently.
- 14.4 Animals. No animals of any kind shall be raised, bred or kept within Catalina Place Townhomes for commercial purposes. The only animals that may be kept in a Home within Catalina Place Townhomes are one (1) dog of any weight and/or cats, birds or other types of household pets (as defined by Association). No pit bull dogs shall not be allowed within Catalina Place Townhomes. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within a enclosed portion of the yard of a Home, as approved by the Committee. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Properties, or left unattended in a yard or on a balcony, porch or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Catalina Place Townhomes designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.
- 14.5 Trash and Other Materials. No rubbish, trash or garbage or other waste material shall be kept or permitted on the Lots, Common Properties, and/or any other portion of the Catalina Place Townhomes except in sanitary, self-locking containers located in the garages or at the rear of the Home screened from view in a manner approved by the Committee and by the Board. No odor shall be permitted to arise therefrom so as to render the Catalina Place Townhomes or any portion thereof unsanitary, unsightly, offensive or detrimental to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried, or aired in such a way as to be visible, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Catalina Place Townhomes except within an enclosed structure appropriately screened from view except when accumulated during construction by Declarant or except when accumulated by the Owner or Association for imminent pickup and discard.
- 14.6 <u>Temporary Buildings.</u> No outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any portion of the Catalina Place Townhomes, either temporarily or permanently. No trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently, or parked upon the Common Properties. Declarant shall be exempt from this Section.

Common Properties or the portions of the exterior of the townhomes or Lots for which Association has been deemed to have such duties.

- Alterations. No Owner shall cause or allow additions, changes, repairs, maintenance or alterations of any type or nature whatsoever to any exterior portion of his Lot together with Home (including, but not limited to, painting or other decorating of any nature, installing of any electrical wiring, television antenna, decking, tub, machinery or air-conditioning units) or in any manner change the appearance of any portion of such Home without first obtaining the written consent of the Committee. Wall or window type air conditioning units are prohibited. No Owner shall cause or allow any changes or additions to the landscaping of his Lot, or pave or cover with artificial materials any portions thereof, or otherwise install or permit the placement of recreational personalty without obtaining approval therefor as required by Section 13. Approvals called for in this Section shall mean receipt of such approvals as are required by Section 13 hereof.
- 14.10 <u>No improper Uses</u>. No improper, offensive, hazardous or unlawful use shall be made of any Home and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any Home shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Home as elsewhere herein set forth.
- 14.11 <u>Leases</u>. In order to insure a community of congenial residents, and thus, protect the value of the Catalina Place Townhomes, the leasing of Homes by any Owner other than Declarant, a successor declarant to whom Declarant has assigned all or a portion of its rights as Declarant, or an Owner which is also an Institutional Mortgagee shall be subject to the following terms and provisions:
- 14.11.1 No portion of a Home (other than an entire Home) may be rented. All leases shall be for terms of not less than six months and shall provide, and be subject to the requirement that, Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, of the Articles of Incorporation and the By-Laws of Association, of applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with his tenant to Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be deemed to be subordinate to any lien filed by Association whether before or after such lease was entered into. All leases shall be on forms approved by Association.
- 14.11.2 The Board of Directors of Association shall have the right to charge a reasonable application fee to lessee applicants and to withhold consent and approval of any prospective lessee where the proposed lease would otherwise automatically violate or breach any term, condition, restriction, rule or regulation, or covenant under this Declaration.
- 14.11.3 The provisions of this Section 14.11 shall not apply to a lease by an Institutional Mortgagee that acquires title; nor shall such provisions apply to a lease by a "Bulk Grantee" of an Institutional Mortgagee or Declarant upon the Lot concerned. A "Bulk Grantee" refers to a grantee acquiring three or more Lots from said Institutional Mortgagee or Declarant. An assignee or successor of a mortgage originally given to an Institutional Mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to such Institutional Mortgagee. The foregoing provisions of this Section 14.11 shall similarly not apply to assignees or nominees of Declarant, Declarant itself, Declarant's Permittees, or to any person who is an officer, stockholder or director of the foregoing entities, and any such person or entity shall have the right to freely lease a Lot without the approval or consent by Association and without the payment of any screening fees.
  - 14.12 Pools. No pools shall be permitted within Lots.
- 14.13 Exterior Improvements. Without limiting the generality of Section 14.9 of this Article, no Owner shall, without first obtaining approval therefor, cause anything to be affixed or attached to, displayed or placed on, or hung from the exterior walls, doors, windows, patios, or fencing of his Home (including, but not limited to awnings, signs, storm shutters, screens, furniture, fixtures and equipment), or from any other portion of his Lot. Approvals called for by this Section shall mean "approvals" as defined in Section 14.9. Additionally, no fences, walls or other artificial barriers shall be constructed or maintained at or adjacent to the rear side or lot lines of Lots except as may be set forth elsewhere in this Declaration.

Community Completion Date) such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing a residential community upon the Catalina Place Townhomes and disposing of Homes thereon by sale, lease or otherwise; or

- 14.14.3 Prevent Declarant or Declarant's Permittees from conducting on any property owned or controlled by Declarant its or their business of developing, subdividing, grading and constructing Improvements upon the Catalina Place Townhomes and of disposing of Homes therein (or disposing of residential housing units owned and developed by Declarant) by sale, lease or otherwise; or
- 14.14.4 Prevent Declarant or Declarant's Permittees from determining in its or their sole discretion the nature of any type of Improvements to be initially or ultimately constructed by it or them on the Catalina Place Townhomes;
- 14.14.5 Prevent Declarant or Declarant's Permittees from selling and leasing existing and planned Homes (including Homes on property not intended for submission to this Declaration and including residential housing units upon neighboring lands owned or developed by Declarant, Declarant's Permittees or its designees) including, but not limited to, constructing and maintaining sales offices, a sales and administrative trailer or trailers, parking areas fences, landscaping signs and model Homes on any portion of the Catalina Place Townhomes, soliciting and receiving the visits of unlimited numbers of prospective purchasers and tenants (all of whom shall have the right while visiting to use parking spaces upon the Common Properties and to visit and inspect the facilities upon the Common Properties), and the placing of signs and other promotional devices upon any portion or portions of the Catalina Place Townhomes without regard to their size or aesthetic appeal or the Project developed by Declarant (or its designee) to which such items relate.
- 14.15 Effect on Declarant; Selective Relief. In general, the restrictions and limitations set forth in this Article shall not apply to Declarant, Declarant's Permittees or to Homes owned by Declarant, nor to Institutional Mortgagees or Homes owned by Institutional Mortgagees. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for the development, construction, sale, lease or use of the Catalina Place Townhomes and to the improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article, in addition to whatever remedies at law it might be entitled to. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article for good cause shown.
- 14.16 <u>Quiside Installations</u>. No radio station or shortwave operators of any kind shall operate from any Home. No exterior radio antenna, television antenna or dish or other antenna of any type shall be erected or maintained upon the Catalina Place Townhomes, except for satellite television dishes not exceeding eighteen (18) inches in diameter and any such installation must be submitted to and approved by the Committee.
- 14.17 <u>Insurance Rates.</u> Nothing shall be done or kept in the Catalina Place Townhomes or Improvements thereon which will increase the rate of insurance on any property insured by Association without the approval of the Board; nor shall anything be done or kept in the Catalina Place Townhomes or Improvements thereon which would result in the cancellation of insurance on any property insured by Association.
- 14.18 <u>Drilling.</u> No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon the Catalina Place Townhomes, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted on the Catalina Place Townhomes.
- 14.19 <u>Canals And Drainage System</u>. Neither any Owner or Association may construct any improvement within any canal located on or adjacent to the Catalina Place Townhomes or within any canal maintenance easement adjacent to such canal without the written approval of the applicable governmental or quasi-governmental body having jurisdiction thereof. The drainage system for the Catalina Place Townhomes shall be maintained by Association.
- 15. Mortgagee Protection Clause. In addition to all other rights herein set forth and with respect to Improvements within Catalina Place Townhomes, Institutional Mortgagees shall have the following rights (and to the extent these added provisions conflict with any other provisions of this Declaration, these added provisions shall

- 15.3.1 by act or omission seek to sell or transfer the Common Properties and the Improvements thereon which are owned by Association; provided, however, that the granting of easements for utilities or for such other purposes consistent with the intended use of such property by Association or Declarant, or the dedication of the private road system to a governmental or quasi-governmental authority, or the transfer of the Common Properties to an unincorporated association of the Owners in accordance with the terms hereof shall not be deemed a transfer within the meaning of this clause;
- 15.3.2 change the method of determining the obligations, Assessments, dues or other charges which may be levied against a Home;
- 15.3.3 by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of any portion of the Properties;
- 15.3.4 fail to maintain fire, windstorm and extended coverage on insurable portions of the Common Properties and on the Buildings on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost) less such deductions as the Board may deem appropriate in accordance with this Declaration;
- 15.3.5 use hazard insurance proceeds for losses to any Common Properties or Buildings for other than the repair, replacement or reconstruction of such Improvements (or for reserves for the repair, replacement or reconstruction of the Common Properties or Buildings); or
- 15.3.6 amend this Declaration or the Articles or By-Laws of Association in such a manner that the rights of any Institutional Mortgagee will be materially affected.
- 15.4 Institutional Mortgagees shall upon written request to Association have the right to (i) examine the books and records of Association during normal business hours, including current copies of the Declaration and its exhibits, and current rules and regulations (ii) receive an unaudited financial statement of Association within ninety (90) days after each of its fiscal years closes, (iii) receive an endorsement to each insurance policy covering the Common Properties that requires the Institutional Mortgagee to be given any notice of cancellation provided for in the policy, (iv) receive from Association written notice of any meeting of Association's membership and shall have the right to attend any such meeting and (v) receive timely written notice of casualty damage to or condemnation of any part of any Lot or Home upon which there is a mortgage.
- 15.5 All Institutional Mortgagees who have registered their names with Association shall be given (i) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles or By-Laws of Association and prior to the effective date of any termination of any agreement for professional management of the Common Properties following a decision of the Owners to assume self-management of the Common Properties; and (ii) immediate notice following any damage to the Common Properties whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00), immediate notice following any damage to a Building in which a Home encumbered by such Institutional Mortgagee is situate and as soon as the Board learns of any threatened condemnation proceedings or proposed acquisition of any portion of the Common Properties.
- 15.6 Institutional Mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or may have become a charge against any Common Properties facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and Institutional Mortgagees making such payments shall be owed immediate reimbursement therefor from Association and the appropriate Owners thereof.

#### Encroachments; Easements.

16.1 <u>Encroachments</u>. If (a) any portion of the Common Properties encroaches upon any other portion of Catalina Place Townhomes; (b) any other portion of Catalina Place Townhomes (including, but not limited to, the roof of any Homes) encroaches upon the Common Properties or Lots; or (c) any encroachment shall hereafter occur as the result of (i) construction of any Home or other Improvements; or (ii) settling or shifting of a Home or other Improvements; or (iii) any alteration or repair to Catalina Place Townhomes; or (iv) any repair or restoration of any

Without limiting the generality of the foregoing, Declarant or other providing utility or service company may by virtue of this easement, install, maintain, relocate, join into, share and replace facilities on Catalina Place Townhomes, may excavate for those purposes and may affix, maintain and replace wires, pipes, circuits, lines, conduits, and cable television equipment on, in, under and/or beside the roofs and exterior walls of Homes. Declarant is expressly authorized to execute and record whatever instruments it deems necessary or desirable to effect or evidence the easement created by this Section, and shall be considered an agent of each Home Owner for the purposes of executing and recording any such instrument with respect to any portion of the Lot owned by that Owner. To be effective, any such instrument need only be executed by Declarant.

- 16.3 <u>Easements of Support</u>. Whenever any structure or improvement included in Catalina Place Townhomes adjoins any other structure or improvement each such structure or improvement shall have and be subject to an easement of support and necessity in favor of the other structure or improvement.
- 16.4 <u>Declarant's Reservation</u>. Declarant and Declarant's Permittees shall have blanket easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Properties and Catalina Place Townhomes, Declarant for the purpose of completing construction, leasing and sale of Homes and facilities upon Catalina Place Townhomes and, towards this end, Declarant reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Properties, and other property comprising Catalina Place Townhomes, owned by Declarant for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. Declarant, Declarant's Permittees, its successors, employees, assigns and purchasers, also reserve the right to share, connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewer and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Properties, the Lots and other property comprising Catalina Place Townhomes.

Declarant and Declarant's Permittees shall have an easement in, on, over and across Catalina Place Townhomes, in connection with the development of Catalina Place Townhomes for (i) construction, instaliation, maintenance, ingress to and egress from and the right to designate and use (including the right to use in common with other Owners) parking areas and share and tap into all storm and surface water collection and drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cable television and other utility lines servicing or located on Catalina Place Townhomes, provided such easement and use does not prevent or unreasonably interfere with the use of Catalina Place Townhomes as intended, and (ii) pedestrian and vehicular ingress to and egress from all portion of Catalina Place Townhomes across the private payed roads and the use of said land areas (in common with Owners) for any lawful purpose, and (iii) to erect, maintain, repair and replace from time to time one or more signs on the Common Properties for the purposes of advertising the sale of Homes upon all or any portion of Catalina Place Townhomes and the leasing of space in any such Home. Declarant, Declarant's Permittees, its successors, assigns, invitees, licensees, contractors and employees reserve the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under, over and/or through Catalina Place Townhomes, to relocate any existing utility, sewer and drainage easements in any portion of Catalina Place Townhomes to hook up to, join in with or share with any and all existing utilities' pipes, wires, and lines and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if Declarant shall deem it necessary or desirable for the proper operation and maintenance of Catalina Place Townhomes or any portion thereof or for the general health or welfare of any Owner, provided that such additional utilities or the relocation of existing utilities or the sharing of such utilities will not prevent or unreasonably interfere with the use of the Homes for dwelling purposes. Any utility company or public benefit corporation furnishing services to Catalina Place Townhomes, and the employees and agents of any such company or corporation, shall have the right of access to the Lots and Common Properties in furtherance of such easements. provided such right of access is exercised in such a manner as not to unreasonably interfere with the use of any Home.

17. Working Capital Fund. The first purchaser of each Home, at the time of closing of the conveyance from Declarant to the purchaser, shall pay to Association a working capital contribution in the amount of two (2) months' Common Assessments (or such amount as determined by Developer from time to time) (the "Working Capital Fund"). The funds derived from the Working Capital Fund shall be used at the discretion of Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Declarant may waive this requirement for Lots. if the first purchaser is a Builder, and the Builder

- 18.1.4 Undertake unauthorized improvements or modifications to a Home or the Common Properties; or
- 18.1.5 Impede Declarant from proceeding with or completing the development of Catalina Place Townhomes.

then Declarant and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as a Special Assessment.

- 18.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:
- 18.2.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
  - 18.2.2 Commence an action to recover damages; and/or
  - 18.2.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as a Special Assessment, and shall be immediately due and payable without further notice.

- 18.3 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.
- 18.4 <u>Rights Cumulative</u>. All rights, remedies, and privileges granted to Declarant, Association and/or the Committee pursuant to any terms, provisions, covenants or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.
- 18.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by Declarant and/or, where applicable, Owners and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration.
- 18.6 <u>Fines.</u> Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Properties and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration.
- 18.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.
- 18.6.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three

(5) days after notice of the imposition of the Special Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

### 19. Additional Rights of Declarant.

- reasonably necessary to transact any business necessary to consummate the development of Catalina Place Townhomes and sales and re-sales of Homes and/or other properties owned by Declarant or others outside of Catalina Place Townhomes. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Catalina Place Townhomes, including Common Properties, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Properties to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.
- 19.2 <u>Modification</u>. The development and marketing of Catalina Place Townhomes will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Catalina Place Townhomes to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Properties, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.
- 19.3 Promotional Events. Prior to the Community Completion Date, Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within Catalina Place Townhomes and/or on the Common Properties, without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market Catalina Place Townhomes and Homes in advertisements and other media by making reference to Catalina Place Townhomes, including, but not limited to, pictures or drawings of Catalina Place Townhomes, Common Properties, Lots and Homes constructed in Catalina Place Townhomes. All logos, trademarks, and designs used in connection with Catalina Place Townhomes are the property of Declarant, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder to each Builder.
- 19.4 <u>Use by Prospective Purchasers</u>. Prior to the Community Completion Date, Declarant shall have the right, without charge, to use the Common Properties for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Declarant outside of Catalina Place Townhomes.
- 19.5 <u>Franchises</u>. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Properties and shall be entitled to all income derived therefrom.
- 19.6 <u>Management.</u> Declarant may manage the Common Properties by contract with Association. Declarant may also contract with a third party ("<u>Manager</u>") for management of Association and the Common Properties. Each Owner acknowledges that Declarant may receive lump sum or monthly compensation from any Manager in connection with the costs of services provided by such Manager. Such compensation may be paid on or per Home or other basis. All such compensation shall be the sole property of Declarant, who shall have no duty to account for or disclose the amount of such compensation.
- 19.7 <u>Easements.</u> Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across Catalina Place Townhomes so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Properties in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing Declarant may relocate any easement affecting a Home, or grant new

of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

- 19.9 Additional Development. If Declarant withdraws portions of Catalina Place Townhomes from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Properties and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.
- 19.10 Representations. Declarant makes no representations concerning development both within and outside the boundaries of Catalina Place Townhomes including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Lots or Homes and buildings in all other proposed forms of ownership and/or other improvements on Catalina Place Townhomes or adjacent to or near Catalina Place Townhomes, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

## 19.11 Telecommunications Services.

- 19.11.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Catalina Place Townhomes. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Declarant. Declarant and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Declarant is not the Telecommunications Provider for any particular Telecommunications Service, Declarant shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Catalina Place Townhomes as agreed, from time to time, between the Telecommunications Provider and Declarant.
- 19.11.2 Easements. Declarant (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon Catalina Place Townhomes for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Catalina Place Townhomes for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of Catalina Place Townhomes, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of Common Expenses of Association and shall be assessed as a part of the Assessments.
- 19.11.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Properties and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Properties and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Properties and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in

- 19.12 <u>Non-Liability</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION NOR ANY NEIGHBORHOOD ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF CATALINA PLACE TOWNHOMES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:
- 19.12.1 IT IS THE EXPRESS INTENT OF ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF CATALINA PLACE TOWNHOMES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF CATALINA PLACE TOWNHOMES AND THE VALUE THEREOF; AND
- 19.12.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR BROWARD COUNTY, FLORIDA OR PREVENTS TORTIOUS ACTIVITIES; AND
- 19.12.3 THE PROVISIONS OF ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.
- EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF CATALINA PLACE TOWNHOMES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).
- 19.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.
- 19.14 <u>Venue</u>. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN BROWARD COUNTY, FLORIDA. DECLARANT HAS AN OFFICE IN BROWARD COUNTY, FLORIDA AND EACH HOME IS LOCATED IN BROWARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE

ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

- 19.16 <u>Duration of Rights</u>. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment by Declarant in an amendment to the Declaration placed in the public records of the County.
- 19.17 Access Control System. Declarant may install one or more tele-entry systems at the entrance(s) to Catalina Place Townhomes. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for Catalina Place Townhomes or any Neighborhoods therein. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Declarant. ASSOCIATION AND DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Each and every Owner and the occupant of each Home acknowledges that Declarant, Association, and their employees, agents, managers, directors and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Declarant and Association will not be responsible or liable for losses, injuries or deaths resulting from any casualty or intrusion into a Home.

#### 20. General Provisions.

- Covenant Running With the Land. All provisions of this Declaration shall, to the extent applicable 20.1 and unless otherwise expressly herein provided to the contrary, be construed to be covenants running with the Lots. Homes, Catalina Place Townhomes, and with every part thereof and interest therein, and where expressly noted as being applicable thereto, with the lands of Catalina Place Townhomes and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Lots and Homes and Catalina Place Townhomes and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future owners and tenants and occupants of the Lots and Homes shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations as they may from time to time be declared or amended. The acceptance of a deed or conveyance of a Home, or the entering into a lease of, or occupancy of any Home shall constitute an adoption and ratification by such Owner, tenant or occupant of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of Association, as they may be amended from time to time, including, but not limited to, a ratification of any attorney-in-fact provisos contained therein. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.
- 20.2 <u>Duration</u>. The covenants and restrictions set forth in this Declaration, shall be effective for a term of fifty (50) years from the date the Declaration is recorded. After that time, they shall automatically be extended for successive periods of fifteen (15) years each unless an instrument has been recorded in which all Owners and all Institutional Mortgagees and any other mortgagees having an interest in all or any portion of Catalina Place Townhomes agree by signing of a written instrument to revoke the covenants and restrictions in whole or in part; provided, however, that no such agreement shall be effective unless it is made and recorded at least three (3) years before the effective date of the change provided for in it and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days before any action is taken.
- 20.3 <u>Enforcement</u>. This Declaration, the Articles of Incorporation and the By-Laws may be enforced by Association as follows:

- 20.3.4 The failure of Association to enforce any of the covenants contained in this Declaration, Articles or in the By-Laws shall not constitute a waiver of Association's right to enforce the same thereafter.
- 20.3.5 A breach of the covenants, conditions or restrictions contained in this Declaration, the Articles or in the By-Laws shall not affect or impair the lien or charge of any Mortgage made in good faith and for value on any Lot containing a Home, provided, however, that any subsequent Owner of such Home shall be bound by said covenants, whether such Owner's title was acquired by foreclosure sale or otherwise.
- 20.4 <u>Severability</u>. Invalidation of anyone of the provisions, covenants or restrictions by judgment or court order shall in no way affect any other covenants, restrictions or provisions which shall remain in full force and effect.
- 20.5 <u>Interpretation</u>. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community facilities, the Lots, and Common Properties. The Section and Subsection headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural shall the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

#### 20.6 Amendment.

- 20.6.1 <u>General Restrictions on Amendments</u>. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Institutional Mortgagees without the prior approval of the Institutional Mortgagee(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the public records of the County.
- 20.6.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Declarant and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.
- 20.6.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Catalina Place Townhomes; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as a residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.
- 20.6.4 <u>Amendments After the Turnover Date</u>. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.
- 20.7 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Declarant and Association have the unfettered right to

has been given to Association. Such address may be changed from time to time by notice in writing to Association. Notices by Owners to Declarant or Board of Directors shall be by certified mail, return receipt requested, and shall only be deemed to have been given upon receipt thereof by Declarant or Board, as the case may be.

- 20.11 Execution of Documents. Declarant's plan for the development of Catalina Place Townhomes may require, from time to time, the execution of certain documents required by the County and/or the City of Pembroke Pines and/or other municipal or quasi-municipal authorities having jurisdiction over Catalina Place Townhomes. To the extent that said documents require the joinder of any or all Owners or Members each of said Owners and Members does irrevocably give and grant to Declarant or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead. The foregoing grant shall remain effective for so long as Declarant has control of the Board of Directors of Association.
- 20.12 <u>No Representations or Warranties</u>. No representations or warranties of any kind, express or implied, have operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration.

DECLARANT has executed this Declaration on the date first written above.

Signed, sealed and delivered in the presence of:	CATALINA PLACE, INC., a Florida corporation
Print Name: Marks Camara ? 2	By: Silvio A. Cardoso, President 7975 NW 154th Street, Suite #400 Miami Lakes, Florida 33016
STATE OF FLORIDA ) COUNTY OF Pale ) SS.:	
	nts, Restrictions and Easements was acknowledged before me Silvio A. Cardoso, President of Catalina Place, Inc., a Florida nally known to me.
WITNESS my hand and official seal in 2003.	the State and County last aforesaid on this 2nd day of  Themis Basseirs
	NOTARY PUBLIC, State of Florida at Large Print Name: Themis Servero
My Commission Expires:  AV PUBLIC COMMISSION THEMIS BY COMMISSION MY COMMISSION MY COMMISSION THEMIS BY COMMISSION THE COMMISS	RREIRO N NUMBER 5745

#### **JOINDER**

#### PLACE

CATALINALAKES-TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this

Zad day of Solombor, 2003. Signed, sealed and delivered in the presence of: CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation Ву: Robert Briele, President 7975 NW 154th Street, Suite #400 Miami Lakes, Florida 33016 STATE OF FLORIDA SS.: Robert Briele COUNTY OF\_ Wake The foregoing joinder was acknowledged before me this 2 day of Alexander as President of Catalina Place Townhomes Homeowners' Association, Inc., a Florida corporation not-for-Lewber 2003, by Donald profit, on behalf of said corporation. He is personally known to me. State of Florida at Large
Print Name: heuls OFFICIAL NOTARY SEAL THEMIS BARREIRO DMMISSION NUMBER My Commission Expires: DO105745 COMMISSION EXPIRES

APR. 4,2006

## **CONSENT OF MORTGAGEE**

COMMERCEBANK, N.A. a national banking association, being the owner and holder of the mortgage lien encumbering all or a portion of the parcel of real property described in the foregoing Declaration of Covenants, Restrictions and Easements, hereby consents to and joins in the filing of the said Declaration of Covenants, Restrictions and Easements for Catalina Place Townhomes.

Signed, sealed and delivered in the presence of:	
Print Name: Miriam HARU  Dana & Haria	By: Sonia Olarte SR Vice President
STATE OF FLORIDA ) SS.: COUNTY OF	ly appeared Sonia Olarte the Vice President
of Commercebank, N.A. a national banking association, an instrument as such officer on behalf of such corporation personally known to me or produced a Florida drivers' licer	this 3 <sup>rd</sup> day of 5 e. ptember, 2003. (S)he is use as identification.
Ć	Romina mens NØTARY PUBLIC State of Florida at Large Print Name: ROSAUTO TIMENEZ
Notary Pul	AURA JIMENEZ blic - State of Florida alon Expires Jul 20, 2008

Commission # DD133852 Bonded By National Notary Assn.

# EXHIBIT A TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

#### LEGAL DESCRIPTION FOR CATALINA PLACE TOWNHOMES

PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGES 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 6.931 ACRES, MORE OR LESS.

# EXHIBIT B TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

# LEGAL DESCRIPTION FOR THE LOTS

#### **LEGAL DESCRIPTION OF LOTS**

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 938.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 24.50 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1878 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 1

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80. OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 920.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1716 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 1

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 902.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 16.40 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1650 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 1

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 866.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1683 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 1

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL. "A", A DISTANCE OF 848.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE THENCE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1883 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 1

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 830.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1716 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 1

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 773.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 24.50 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1878 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 2

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 755.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1716 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 2

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 737.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 16.40 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1650 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 2

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 719.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST (NORTH NORTH NORTH

DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1683 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 2

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL. "A", A DISTANCE OF 683.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1683 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 2

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 665.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1716 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 2

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 646.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.74 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 89°10'23" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 02°16'03", A DISTANCE OF 8.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 15.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 06°31'15", A DISTANCE OF 25.61 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.96 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1956 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 and 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 590.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.17 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 87°40'43" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 05°56'13", A DISTANCE OF 18.13 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 97.05 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1769 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 3

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 572.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.93 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 8.45 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 03°45'43", A DISTANCE OF 11.49 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 99.17 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1830 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 554.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 16.40 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 99.55 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1759 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 518.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.55 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1825 SQUARE FEET. MORE OR LESS.

A.K.A.: LOT 6, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 500.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.55 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 99.55 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1792 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 482.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.55 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 99.55 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1792 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 9, BUILDING 3

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26′26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 446.02 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26′26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26′26" EAST, A DISTANCE OF 24.17 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26′26" EAST, A DISTANCE OF 1.93 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26′26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1985 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 10, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 407.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1992 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 4

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 389.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.55 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1825 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 4

A.K.A.: LOT 3, BUILDING 4

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 353.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 97.04 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 78°47'00" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 08°27'46", A DISTANCE OF 19.74 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 21.40 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 77.89 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1803 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 4

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 335.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 94.60 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 83°09'14" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 04°30'53", A DISTANCE OF 17.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 00°08'39", A DISTANCE OF 0.44 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 97.04 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1723 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 4

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 317.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.62 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 87°44'44" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 04°35'30", A DISTANCE OF 18.03 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 94.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

A CENTRAL ANGLE OF 00°48'50", A DISTANCE OF 3.20 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.62 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 4

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 280.86 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 24.50 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1879 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 4

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 242.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1880 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 5, "CATALINA PLACE" ...

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 224.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET;

01°26'26" EAST, A DISTANCE OF 16.40 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1652 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 5, "CATALINA PLACE"

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 188.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 5, "CATALINA PLACE"

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 170.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.80 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 5, "CATALINA PLACE".

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A";

THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 152.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE **POINT OF BEGINNING** THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 5, "CATALINA PLACE"...

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26′26″ EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 115.69 FEET; THENCE NORTH 88°33′34″ EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33′34″ EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26′26″ WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33′34″ EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26′26″ EAST, A DISTANCE OF 24.50 FEET; THENCE SOUTH 88°33′34″ WEST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26′26″ EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33′34″ WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26′26″ WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1880 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 5, "CATALINA PLACE"

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26′26″ EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 74.72 FEET; THENCE NORTH 88°33′34″ EAST, A DISTANCE OF 160.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33′34″ EAST, A DISTANCE OF 19.68 FEET; THENCE SOUTH 01°26′26″ EAST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33′34″ EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26′26″ EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33′34″ WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26′26″ WEST, A DISTANCE OF 19.37 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 15°37′29″, A DISTANCE OF 6.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1910 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 6

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26′26″ EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 100.62 FEET; THENCE NORTH 88°33′34″ EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33′34″ EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26′26″ EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33′34″ WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26′26″ WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1725 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 6

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01"26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 138.45 FEET; THENCE NORTH 88"33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88"33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01"26'26" WEST, A DISTANCE OF 1.93 FEET; THENCE NORTH 88"33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01"26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88"33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01"26'26" WEST, A DISTANCE OF 16.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1645 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 6

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 154.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 6

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 174.12 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1652 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 6

**LEGAL DESCRIPTION** 

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 208.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 6

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 226.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.93 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1725 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 9, BUILDING 6

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 246.45 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.93 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 24.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1873 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 10, BUILDING 6, "CATALINA PLACE"...

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 299.99 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 99.48 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 86°53'27" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 01°40'07", A DISTANCE OF 5.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 14.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1825 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 7

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 319.59 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.81 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 8.18 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 88°36'15" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 02°30'01", A DISTANCE OF 9.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1685 SQUARE FEET. MORE OR LESS.

A.K.A.: LOT 3, BUILDING 7

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 337.59 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 160.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 95.30 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.81 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 86°06'14" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 04°36'02", A DISTANCE OF 18.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC SPRINGS, BROWARD COUNTY, FLORIDA, AND CONTAINING 1700 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 7

LEGAL DESCRIPTION

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1779 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 7

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 375.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 164.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.48 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 25.22 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 81°30'14" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 05°23'13", A DISTANCE OF 16.45 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1740 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 7

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 391.59 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 7

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 411.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

AND FINAL BETTER BETTER AND ARTHURAN BOARDING ANDREW PLANET AND ADDITION AREA

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1913 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 8

### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 467.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 8

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 485.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.93 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1725 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 8

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 505.18 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.93 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1645 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 8

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 540.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1652 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 8

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 557.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.93 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1645 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 8

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26′26″ EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 573.32 FEET; THENCE NORTH 88°33′34″ EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33′34″ EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26′26″ EAST, A DISTANCE OF 1.93 FEET; THENCE NORTH 88°33′34″ EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26′26″ EAST, A DISTANCE OF 94.03 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 87°54′12″ WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 03°32′14″, A DISTANCE OF 13.89 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°26′26″ WEST, A DISTANCE OF 6.05 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1727 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 8

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 611.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 162.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 95.87 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 77.68 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 21.56 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 87°50'56" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 06°20'03", A DISTANCE OF 19.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 01°46'46", A DISTANCE OF 6.99 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1988 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 10, BUILDING 8

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL. "A", A DISTANCE OF 642.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.18 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.63 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1880 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 9

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 666.75 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 9

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 702.75 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 9

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 722.35 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 9

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 740.35 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 9

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 776.35 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 26.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1913 SQUARE FEET. MORE OR LESS.

A.K.A.: LOT 8, BUILDING 9

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 807.32 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1880 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 10

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 831.83 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 10

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 851.43 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET: THENCE SOUTH 88°33'34" WEST A DISTANCE OF 93.60 FEET: THENCE NORTH

DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 10

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 907.03 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 10

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 923.43 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1652 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 10

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 943.03 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1880 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 10

# EXHIBIT C

#### TO

# DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

# LEGAL DESCRIPTION FOR COMMON PROPERTIES

# LEGAL DESCRIPTION:

PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGES 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THEREFROM THE FOLLOWING TEN (10) PARCELS:

#### PARCEL 1:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 811.35 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 160.21 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 145.67 FEET POINT OF BEGINNING.

#### PARCEL 2:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 646.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 1551 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.74 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 89°10'23" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 02°16'03", A DISTANCE OF 8.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 151.30 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 145.67 FEET TO THE POINT OF BEGINNING.

#### PARCEL 3:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 446.02 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 140.62 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 09°55'32", A DISTANCE OF 30.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 06°31'15", A DISTANCE OF 25.61 FEET TO THE POINT OF INTERSECTION WITH A NON- TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.96 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 181.67 FEET TO THE POINT OF BEGINNING.

#### PARCEL 5:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 115.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 160.21 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 145.67 FEET TO THE POINT OF BEGINNING.

#### PARCEL 6:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 74.72 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 160.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 19.88 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 189.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 15°37'29", A DISTANCE OF 6.82 FEET TO THE .POINT OF BEGINNING.

#### PARCEL 7:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 275.48 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 145.67 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 52.29 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 224.97 FEET AND A CENTRAL ANGLE OF 09°55'13", A DISTANCE OF 38.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 09°55'13", A DISTANCE OF 30.30 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 39.01 FEET TO POINT OF BEGINNING.

#### PARCEL 8:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 441.15 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 181.67 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 77.68 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 77.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 21.56 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 87°50'56" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 06°20'03", A DISTANCE OF 19.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 09°55'32", A DISTANCE OF 38.98 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 138.22 FEET TO THE POINT OF BEGINNING.

THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 145.67 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 160.21 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 3.46 ACRES, MORE OR LESS.

# EXHIBIT D TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

### ARTICLES OF INCORPORATION FOR

CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.



Department of State

I certify from the records of this office that CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 29, 2003.

The document number of this corporation is N03000007513.

- I further certify that said corporation has paid all fees due this office through December 31, 2003, and its status is active.
- I further certify that said corporation has not filed Articles of Dissolution.
- I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 303A00048884-090203-N03000007513-1/1, noted below.

Authentication Code: 303A00048884-090203-N03000007513-1/1



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on August 29, 2003, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number R03000263209. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N03000007513.

Authentication Code: 303A00048884-090203-N03000007513-1/1



# FLORIDA DEPARTMENT OF STATE Glenda E. Hood Secretary of State

September 2, 2003

CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. 7975 NW 154TH ST., SUITE 400 MIAMI LAKES, FL 33016

The Articles of Incorporation for CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. were filed on August 29, 2003, and assigned document number N03000007513. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H03000263209.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

# ARTICLES OF INCORPORATION

OF

CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. (A CORPORATION NOT FOR PROFIT)

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# ARTICLES OF INCORPORATION OF CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. (A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

- 1. Name of Corporation. The name of the corporation is CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. (the "Association").
- 2. <u>Principal Office</u>. The principal office of Association is 7975 N.W. 154<sup>th</sup> Street, Suite 400, Miami Lakes, Florida 33016.
- 3. Registered Office Registered Agent. The street address of the Registered Office of Association is 200 South Biscayne Blvd., Suite 3400, Miami, Florida 33131. The name of the Registered Agent of Association is:

# WILLIAM P. McCAUGHAN, P.A.

- 4. <u>Definitions.</u> A declaration entitled Declaration for Catalina Place Townhomes (the "<u>Declaration</u>") will be recorded in the Public Records of Broward County, Florida, and shall govern all of the operations of a community to be known as Catalina Place Townhomes. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 5. <u>Purpose of Association</u>. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners.
- 6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.
- 7. <u>Powers of Association</u>. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
- 7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.
- 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Catalina Place Townhomes.
- 7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.
- 7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.
- 7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

- 7.11 To employ personnel and retain independent contractors to contract for management of Association, Catalina Place Townhomes, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.
- 7.12 To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and Catalina Place Townhomes as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.
  - 7.13 To establish committees and delegate certain of its functions to those committees.
- 8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.
- 9. <u>Board of Directors</u>. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Robert Briele	7975 N.W. 154 Street, Suite 400 Miami Lakes, Florida 33016
Themis Barriero	7975 N.W. 154 Street, Suite 400 Miami Lakes, Florida 33016
Yolanda Lam	7975 N.W. 154 Street, Suite 400 Miami Lakes, Florida, 33016

- 10. <u>Dissolution</u>. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.
- 11. <u>Duration</u>. Association shall have perpetual existence.

#### 12. Amendments.

- 12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.
- 12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible

- 13.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.
- 14. <u>Incorporator</u>. The name and address of the Incorporator of this corporation is:

WILLIAM P. McCAUGHAN, ESQ.
William P. McCaughan, P.A.
Duane Morris LLP
200 South Biscayne Blvd., Suite 3400
Miami, Florida 33131

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President Robert Briele

7975 N.W. 154 Street, Suite 400 Miami Lakes, Florida 33016

Vice President Themis Barriero

7975 N.W. 154 Street, Suite 400 Miami Lakes, Florida 33016

Secretary/Treasurer Yolanda Lam

7975 N.W. 154 Street, Suite 400 Miami Lakes, Florida 33016

- Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.
- Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 28 day of Avsur, 2003.

WITNESSES:

Bu SZ

#### ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 28 day of August, 2003.

WILLIAM P. McCAUGHAN, P.A.

William P. McCaughan, Esq., as President

# EXHIBIT E TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

## **BY-LAWS FOR**

CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

## **BY-LAWS**

OF

CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

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## **BY-LAWS**

#### OF

#### CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

- 1. Name and Location. The name of the corporation is CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 7975 N.W. 154<sup>th</sup> Street, Suite 400, Miami Lakes, Florida 33016, or at such other location determined by the Board of Directors (the "Board") from time to time.
- 2. <u>Definitions</u>. The definitions contained in the Declaration for Catalina Place Townhomes (the "<u>Declaration</u>") relating to the residential community known as Catalina Place Townhomes, recorded, or to be recorded, in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:
- "Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.
  - "Articles" shall mean the Articles of Incorporation for Association, as amended from time to time.
  - "By-Laws" shall mean these By-Laws, together with all amendments and modifications thereof.
  - "Declaration" shall mean the Declaration as modified from time to time.
- "Developer" shall mean Catalina Place, Inc., and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
- "Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.
- "Official Records" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.
- "Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.
  - "Turnover Date" shall have the meaning set forth in the Declaration.
  - "Voting Interests" shall mean the voting rights held by the members.

#### Members.

- 3.1 <u>Voting Interests</u>. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:
- 3.1.1 <u>Home Owned By Husband and Wife</u>. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.
- 3.1.2 <u>Trusts</u>. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert

- 3.1.4 <u>Partnerships</u>. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.
- 3.1.5 <u>Multiple Individuals</u>. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.
- 3.1.6 <u>Liability of Association</u>. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).
- 3.2 <u>Annual Meetings</u>. The annual meeting of the members (the "<u>Annual Members Meeting</u>") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.
- 3.3 Special Meetings of the Members. Special meetings of the members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.
- Notice of Members Meetings. Written notice of each members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by the Club.
- Ouorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits members to participate in members meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.
- 3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the members present shall have power to adjourn the meeting and reschedule it on another date.
- 3.7 <u>Action of Members</u>. Decisions that require a vote of the members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

- 4.3 <u>Removal.</u> Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of members holding a majority of the Voting Interests.
- 4.4 <u>Compensation</u>. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.
- 4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.
- 4.6 Appointment and Election of Directors. Until the Turnover Date, the Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the members shall elect all Directors of Association at or in conjunction with the Annual Members Meeting of the members.
- 4.7 <u>Election</u>. Election to the Board shall be by secret written ballot, unless unanimously waived by all members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

## 5. Meeting of Directors.

- 5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.
- 5.2 <u>Special Meetings</u>. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.
- Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.
- 5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.
  - 5.5 Open Meetings. Meetings of the Board shall be open to all members.
- 5.6 <u>Voting</u>. Board members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.
- Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas and/or in the Club at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Club newsletter distributed to the members. For the purposes of giving notice, the area for notices to be posted within the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

- 6.1.3 <u>Enforcement.</u> Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.
- 6.1.4 <u>Declare Vacancies</u>. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.
- 6.1.5 <u>Hire Employees</u>. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of Association and/or its officers.
- 6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.
- 6.1.7 <u>Granting of Interest.</u> Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.
  - 6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.
- 6.2 <u>Vote.</u> The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the members.
- 6.3 <u>Limitations</u>. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of the Association.
- 7. <u>Obligations of Association</u>. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:
  - 7.1 Official Records. Maintain and make available all Official Records.
- 7.2 <u>Supervision</u>. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.
- 7.3 <u>Assessments and Fines</u>. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the members.
- 7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

#### 8. Officers and Their Duties.

- 8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.
- 8.2 <u>Election of Officers</u>. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

- 8.7 <u>Multiple Offices</u>. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.
  - 8.8 <u>Duties</u>. The duties of the officers are as follows:
- 8.8.1 <u>President</u>. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.
- 8.8.2 <u>Vice President</u>. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.
- 8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the members of Association together with their addresses; and perform such other duties as required by the Board.
- 8.8.4 <u>Treasurer</u>. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

#### Committees.

- 9.1 <u>General</u>. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.
- 9.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.
- 10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.
- 11. Corporate Seal. Association shall have an impression seal in circular form.

### 12. Amendments.

- 12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.
- 12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its

## 15. <u>Miscellaneous</u>.

- 15.1 <u>Florida Statutes</u>. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.
- 15.2 <u>Severability</u>. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

PREPARED BY AND RETURN TO:

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PATRICIA KIMBALL FLETCHER, P.A. DUANE MORRIS LLP 200 SOUTH BISCAYNE BOULEVARD, SUITE 3400 MIAMI, FLORIDA 33131

## FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CATALINA PLACE TOWNHOMES

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CATALINA PLACE TOWNHOMES (this "First Amendment") is made by Catalina Place, Inc., a Florida corporation ("Catalina") and joined by Catalina Place Townhomes Homeowners' Association, Inc., a Florida not-for-profit corporation (the "Association").

#### RECITALS

- A. That certain Declaration of Covenants, Restrictions and Easements for Catalina Place Townhomes was recorded in Official Records Book 35967 at Page 1305 of the Public Records of Broward County, Florida (the "<u>Declaration</u>").
- B. Section 20.6 of the Declaration provides that, prior to the Turnover Date, Catalina, as Developer, shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. The Turnover Date has not yet occurred.

NOW THEREFORE, Catalina hereby declares that every portion of Catalina Place Townhomes is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

- 1. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
- 2. <u>Conflicts</u>. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration, shall remain in full force and effect.

Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. The defined term "Declaration" is hereby deleted in its entirety and replaced with the following: "Declaration" shall mean the Declaration and this First Amendment, together with all amendments and modifications thereof. Legal Description of Lots. Exhibit B of the Declaration is hereby deleted in its entirety 4. and replaced with Exhibit 1 attached to this First Amendment. IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this day of February, 2004. CATALINA PLACE, INC., a Florida WITNESSES: corporation Name: Silvio Cardoso Title: President {SEAL} STATE OF FLORIDA COUNTY OF Nad The foregoing was acknowledged before me this \( \frac{1}{2} \) day of February, 2004 by Silvio Cardoso as President of CATALINA PLACE, INC., a Florida corporation, who is personally known to me or who has produced as identification on behalf of the corporation. My commission expires:

OFFICIAL NOTARY SEAL
THEMIS BARREIRO
COMMISSION NUMBER
DD105745
MY COMMISSION EXPIRES
APR. 4,2006

NOTARY PUBLIC, State of Florida at Large

Themis

Print name: /

## **JOINDER**

CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC. (the "Association") does hereby acknowledge that it is bound by and subject to the First Amendment to Declaration of Restrictions and Covenants for Catalina Place Townhomes (the "First Amendment"). The Association agrees that this joinder is for convenience purposes only and is not a condition to the effectiveness of the First Amendment as the Association has no right to approve the First Amendment.

not a condition to the effectiveness of the First Anapprove the First Amendment.	mendment as the Association has no right to
IN WITNESS WHEREOF, the undersign day of February, 2004.	ed has hereunto set its hand and seal this
WITNESSES  Print Name: Nicole Cardoso  Merceles Rodsignes	CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation  By: Name: Robert Briele Title: President
Print Name: Hercedes Rodriguez	{SEAL}
STATE OF FLORIDA )  COUNTY OF Dase )  SS.	
2004 by Robert Briele, as President of Catalina Inc., a Florida not-for-profit corporation, who is p	ged before me this 19 day of February, Place Townhomes Homeowners' Association, personally known to me or who has produced a identification.
My commission expires:	ARY PUBLIC, State of Florida at Large
	COMMISSION NUMBER DD105745 NY COMMISSION EXPIRES APR. 4,2006

## EXHIBIT 1

## LEGAL DESCRIPTION OF LOTS

## DESCRIPTION OF BUILDING LOTS IN "CATALINA PLACE"

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 938.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 24.50 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1878 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 1

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 920.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1716 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 1

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 902.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 16.40 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1650 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 1

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 884.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1716 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 1

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 866.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1683 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 1

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 848.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE THENCE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1683 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 1

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01"26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 830.19 FEET; THENCE NORTH 88"33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88"33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01"26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88"33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01"26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88"33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01"26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1716 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 1

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 811.35 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 1551 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 24.50 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1878 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 1

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 773.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 24.50 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1878 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 2

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 755.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1716 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 2

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 737.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 16.40 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1650 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 2

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 719.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1716 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 2

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 701.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1683 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 2

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 683.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1683 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 2

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 665.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.52 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1716 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 2

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 646.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.74 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 89°10'23" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 02°16'03", A DISTANCE OF 8.90 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 15.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.52 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1879 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 2

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 608.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 97.05 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 81°44'31" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 00°13'37", A DISTANCE OF 0.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 06°31'15", A DISTANCE OF 25.61 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1956 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 and 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 590.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.17 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 87°40'43" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 05°56'13", A DISTANCE OF 18.13 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 97.05 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1769 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 3

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 572.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.93 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 8.45 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 03°45'43", A DISTANCE OF 11.49 FEET TO THE POINT OF INTERSECTION WITH A NONTANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 99.17 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1830 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 554.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.55 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 16.07 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.93 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1752 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 536.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 16.40 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 99.55 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1759 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 3

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 518.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.55 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1825 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 3

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 500.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.55 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 99.55 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1792 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 482.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.55 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 99.55 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1792 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 464.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.93 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.93 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 99.55 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1832 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 9, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 446.02 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 24.17 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.93 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1985 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 10, BUILDING 3

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 407.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 24.50 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1992 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 4

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 389.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.55 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1825 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 4

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 371.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 77.89 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 21.40 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 85°14'45" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 03°18'49", A DISTANCE OF 10.12 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 6.29 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 99.55 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1757 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 4

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 353.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 97.04 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 78°47'00" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 06°27'46", A DISTANCE OF 19.74 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 21.40 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 77.89 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1803 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 4

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 335.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 94.60 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 83°09'14" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 04°30'53", A DISTANCE OF 17.73 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 00°08'39", A DISTANCE OF 0.44 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 97.04 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1723 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 4

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 317.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.62 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 87°44'44" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 04°35'30", A DISTANCE OF 18.03 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 94.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1692 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 4

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 299.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 16.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 00°48'50", A DISTANCE OF 3.20 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.62 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 4

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 280.86 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1879 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 4

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 242.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 24.50 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1880 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 5, "CATALINA PLACE".

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 224.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 5, "CATALINA PLACE" .

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 206.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 16.40 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1652 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 5, "CATALINA PLACE"

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 188.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 5, "CATALINA PLACE"...

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 170.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 5, "CATALINA PLACE"...

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A";

THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 152.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE **POINT OF BEGINNING** THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 5, "CATALINA PLACE".

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 134.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 19.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 5, "CATALINA PLACE"

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 115.69 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 24.50 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1880 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 5, "CATALINA PLACE"

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 74.72 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 160.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 19.68 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.37 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 15°37'29", A DISTANCE OF 6.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1910 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 6

## **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 100.62 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 6

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 118.62 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.93 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1725 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 6

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 138.45 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.93 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1645 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 6

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 154.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 6

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 174.12 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1652 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 6

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 190.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 6

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 208.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 6

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 226.52 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.93 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1725 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 9, BUILDING 6

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 246.45 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.93 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 24.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1873 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 10, BUILDING 6, "CATALINA PLACE"

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 275.48 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 78.95 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1992 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 7

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 299.99 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 78.95 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 99.48 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 86°53'27" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 01°40'07", A DISTANCE OF 5.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 14.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1825 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 7

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 319.59 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.81 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 8.18 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 88°36'15" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 02°30'01", A DISTANCE OF 9.82 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 7

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 337.59 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 160.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 95.30 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.81 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 86°06'14" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 04°36'02", A DISTANCE OF 18.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC SPRINGS, BROWARD COUNTY, FLORIDA, AND CONTAINING 1700 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 7

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26′26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 355.59 FEET; THENCE NORTH 88°33′34" EAST, A DISTANCE OF 163.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33′34" EAST, A DISTANCE OF 25.22 FEET; THENCE SOUTH 01°26′26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33′34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26′26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33′34" WEST, A DISTANCE OF 95.30 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 81°30′13" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.01 FEET AND A CENTRAL ANGLE OF 02°49′08", A DISTANCE OF 11.07 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 78°38′21" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 02°51′52", A DISTANCE OF 8.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1779 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 7

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 375.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 164.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 99.48 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 25.22 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS NORTH 81°30'14" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 05°23'13", A DISTANCE OF 16.45 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1740 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 7

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 391.59 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 7

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 411.19 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 88°33'34"

WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1880 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 7

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 441.15 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 26.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1913 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 8

## LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 467.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 8

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 485.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.93 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1725 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 8

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 505.18 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.93 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1645 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 8

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 521.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 8

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 540.85 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1652 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 8

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 557.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.93 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1645 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 8

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 573.32 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 165.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.93 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 94.03 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 87°54'12" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 03°32'14", A DISTANCE OF 13.89 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 6.05 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1727 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 8

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 593.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 164.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 94.03 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 95.87 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS NORTH 83°17'40" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 04°36'32", A DISTANCE OF 18.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1707 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 9, BUILDING 8

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 611.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 162.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 95.87 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 77.68 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 21.56 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 87°50'56" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 06°20'03", A DISTANCE OF 19.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 01°46'46", A DISTANCE OF 6.99 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1988 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 10, BUILDING 8

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 642.25 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.18 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1880 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 9

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26′26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 666.75 FEET; THENCE NORTH 88°33′34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33′34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26′26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33′34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26′26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33′34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26′26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 9

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 686.35 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1652 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 9

#### LEGAL DESCRIPTION

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 702.75 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 9

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 722.35 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5. BUILDING 9

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 740.35 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 9

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 758.35 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 9

## **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 776.35 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 26.10 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1913 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 9

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 807.32 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 7.27 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1880 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 1, BUILDING 10

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", CATALINA PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 831.83 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 2, BUILDING 10

## **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 851.43 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1685. SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 3, BUILDING 10

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF

887.43 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1685 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 4, BUILDING 10

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 907.03 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 5, BUILDING 10

## **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 923.43 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 16.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAINING 1652 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 6, BUILDING 10

## **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 943.03 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 93.60 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 1.60 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 19.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1718 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 7, BUILDING 10

#### **LEGAL DESCRIPTION**

A PORTION OF PARCEL "A", **CATALINA PLACE**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 79 AND 80, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'26" EAST (ON A GRID BEARING ACCORDING TO SAID PLAT), ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 967.53 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 159.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°33'34" EAST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 1.60 FEET; THENCE NORTH 88°33'34" EAST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 01°26'26" EAST, A DISTANCE OF 18.83 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 73.00 FEET; THENCE SOUTH 88°33'34" WEST, A DISTANCE OF 20.60 FEET; THENCE NORTH 01°26'26" WEST, A DISTANCE OF 24.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF TAMARAC, BROWARD COUNTY, FLORIDA, AND CONTAIN 1880 SQUARE FEET, MORE OR LESS.

A.K.A.: LOT 8, BUILDING 10

DEC-27-200# 04:17PM FROM-BAKALAR AND EICHNER PA

T-645 P 002/004 F-275

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

## WITNESSETH:

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Catalina Place Townhomes Homeowners' Association, Inc. was duly recorded among the Public Records of Broward County, Florida, in Official Records Book 35967 at Page 1305 et. seq.; and

WHEREAS, at a duly called and noticed meeting of the membership of Catalina Place Townhomes Homeowners' Association, Inc., a Florida not-for profit corporation, held on Thursday, the 11th day of October, 2004, at which a quorum was present, the members approved the amendment to the Declaration of Covenants, Restrictions and Easements set forth hereinbelow by an affirmative vote in excess of that required for amendments to the Declaration of Covenants, Restrictions and Easements and

NOW THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Covenants, Restrictions and Easements is a true and correct copy of the amendment to the Declaration of Covenants, Restrictions and Easements as approved by the members:

AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

(Additions indicated by underlining, deletions by "----")

## 13.3 Fences.

No fences of any kind shall be erected upon any Lot. Notwithstanding the foregoing, a white picket aluminum vinyl privacy fence extending no more than ten (10) feet from the rear of a Home, and no more than six (6) feet in height, may be erected by an Owner after the Turnover Date provided the plans for such fences enclosing rear yards must be submitted to and approved by the Committee. Additionally, any Owner installing such a fence shall maintain a copy of the cost of creeting same on file with the Association. If an owner desires to creet such a fence and, if either or both of the adjacent Owners already has creeted such a fence, the Owner desiring to creet such a fence shall reimburse the adjacent Owner(s) for one-half the cost of the common fence between the two (2) Owners. When adjacent Owners both have enclosed rear yards, the fence on the Lot line dividing said Owners' Lots, shall be deemed a party wall as set forth in this Declaration. Nothing contained herein shall prohibit Declarant from creeting such fences prior to the Turnover Date, in Declarant's sole discretion. Declarant shall be exempt from Committee approval:

#### 14.2 Signs.

No sign, poster, display, billboard or other advertising device of any kind, other than one (1) For Rent or For Sale sign, which may be displayed by an Owner in a Home's upstairs window, and as elsewhere provided herein, shall be displayed to the public view on any portion of the buildings or other Improvements, Homes, Lots, Common Properties, or any portion of the Catalina Place Townhomes without the prior written consent of the Board of Directors, except signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction and sale period of any and all of the Catalina Place Townhomes, and excepting such reasonable signs as Declarant shall authorize.

#### 14.4 Animals.

No animals of any kind shall be raised, bred or kept within Catalina Place Townhomes for commercial purposes. The only animals that may be kept in a Home within Catalina Place Townhomes are one (1) two (2) dogs of any weight and/or cats, birds or other types of household pets (as defined by Association). No pit bull dogs shall not be allowed within Catalina Place Townhomes. Notwithstanding the foregoing In addition to other provisions contained in this Section, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets are required to be registered with the Association. Registration forms for said purpose shall be made available through the Association or its designated agent. A statement from a licensed veterinarian must accompany all registration forms, certifying that the pet's lawfully required vaccinations are current and up to date. Owners failing to comply with the requirements of this Section may be required by the Association to have their pet(s) removed from the Owner's Home. The Association reserves the right to report the offending pet owner to the appropriate agency or municipality. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless on a leash or within a enclosed portion of the yard of a Home, as approved by the Committee. No pet or animal shall be "tied out" on the exterior of a Home or in the Common Properties, or left unattended in a yard or on a balcony, porch or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Catalina Place Townhomes designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

IN WITNESS WHEREOF, CATALINA PLACE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., has executed this Amendment to the Declaration of Covenants, Restrictions and Easements, of CATALINA PLACE TOWNHOMES HOMEOWNERS ASSOCIATION, INC., this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2006

WITNESSES	
Sign make langur	
Print MIKE CANAZARO	By: Jacqueler Kotralka
Sign Dunta Sherry	Jacqueline Kobialko, President
Print Bernita D. Sherra	Ву:
	STEVEN H. FOUR Secretary
STATE OF FLORIDA )	
COUNTY OF BROWARD )	
The foregoing instrument was acknowled January 2005, by Jacquelin Steven Forbes, as Secretary HOMEOWNERS' ASSOCIATION, INC., a Floridare personally known to me and did take an oath.	of CATALINA PLACE TOWNHOMES
NOTARY P	UBLIC, STATE OF FLORIDA AT LARGE  M. Spremullo

My Commission Expires:



This Document Prepared by: BAKALAR & EICHNER, P.A. 150 South Pine Island Road, Suite 540 Plantation, FL. 33324