

SUNRISE LAKES CONDOMINIUM  
APTS., INC. 5,

Plaintiff,

vs.

GLORIA ARCILA, BLANCA AGUILAR and  
PRIORITY ONE CREDIT UNION OF  
FLORIDA,

Defendants,

---

IN THE CIRCUIT COURT OF THE 17<sup>th</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
BROWARD COUNTY, FLORIDA

CASE NO.:

### COMPLAINT

The Plaintiff, SUNRISE LAKES CONDOMINIUM APTS., INC. 5, a Florida not-for-profit corporation (hereinafter, "SUNRISE LAKES" or "Association" or "Plaintiff"), hereby files this Complaint against the Defendants, GLORIA ARCILA, BLANCA AGUILAR and PRIORITY ONE CREDIT UNION OF FLORIDA, and in support thereof, states as follows:

#### **COUNT I - AGAINST GLORIA ARCILA AND BLANCA AGUILAR**

1. This is an action for injunctive relief, pursuant to Florida Statutes, Chapter 718 and the Association Governing Documents of SUNRISE LAKES CONDOMINIUM APTS., INC. 5.

2. Plaintiff is a Florida not-for-profit corporation organized and existing as a condominium association pursuant to Chapter 718 Florida Statutes, to administer, manage and operate the SUNRISE LAKES, located in Broward County, Florida.

3. The units in SUNRISE LAKES CONDOMINIUM APTS. NO. 47 and their owners, as members of the Association, are subject to the Declaration of Condominium, recorded at Official Records Book 5942, Page 795, of the Public Records of Broward County, Florida, as duly amended from time to time, and the Bylaws and Rules and Regulations of the Association.

4. Defendant, GLORIA ARCILA, is a member of the Association, and an owner of a unit at SUNRISE LAKES, known as 8600 Sunrise Lakes Boulevard, Unit 311, Sunrise, Florida 33322 (hereinafter referred to as "the Unit"), and is sui juris.

5. Defendant, BLANCA AGUILAR, is listed in the public records as record title holder of the Unit, claims to be the current owner of the Unit is sui juris.

6. Defendants were made aware of and/or had constructive knowledge of the Declaration of Condominium and Bylaws, as amended. The relevant provisions of the Association's Declaration of Condominium, including Articles XI and XIII and XIX Section J., are attached hereto as **"EXHIBIT "A"**.

7. The purpose of the covenants regarding ownership, use and occupancy within the Association's Governing Documents, is to promote the health, happiness, and peace of mind of the majority of the unit owners and to assure that the Condominium will be kept, maintained and improved in such a manner as will protect and preserve the integrity and quality of the property.

8. Article XI, Section A. of the Declaration of Condominium, of Sunrise Lakes Condominium Apts. No. 47 in part provides:

... In the event any unit owner wishes to sell his unit, or has satisfied the Board of Directors of his inadvertent, and compelling need to lease it, the Association shall have the option to purchase or lease the unit upon the same conditions as are offered by its owner to a third person, and acceptance thereto. Any attempt to sell or lease any unit without the Association's preemptive "Right of First Refusal" shall be deemed a breach of this Declaration, and shall be wholly null and void, and shall confer no title or interest whatsoever upon unapproved purchaser, lessee or tenant. ...and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth ...

See **EXHIBIT "A"** attached hereto.

9. Article XI, Section B.3, of the Declaration of Condominium of Sunrise Lakes Condominium Apts. No. 47 provides, ... “any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void ...” See **EXHIBIT “A”** attached hereto.

10. GLORIA ARCILA was approved as the sole owner of the Unit in March 2003. A copy of the approval is attached hereto as **EXHIBIT “B”**.

11. On or about July 20, 2016, GLORIA ARCILA and/or BLANCA AGUILAR caused a document entitled “Quit Claim Deed” to be recorded, attempting to transfer title to the Unit to BLANCA AGUILAR. A copy of the purported Quit Claim Deed is attached hereto as **EXHIBIT “C”**.

12. No application for approval of such transfer was submitted to, nor was approval of such transfer granted by the Association.

13. The Association discovered the violation and upon demand, GLORIA ARCILA and BLANCA AGUILAR agreed to record a deed to again list GLORIA ARCILA as the owner of the Unit in the public records.

14. Thereafter, BLANCA AGUILAR never complied with the demands, so she was informed the Association was going to proceed with legal action if she did not record a deed to again list GLORIA ARCILA as the owner of the Unit or apply for and secure approval for ownership.

15. BLANCA AGUILAR applied for approval as a member and owner of the Unit, but such application was denied by the Association on or about December 14, 2017. A copy of the denial letter is attached hereto as **EXHIBIT “D”**.

16. In an attempt to resolve the violation and upon the condition that a deed be recorded so that GLORIA ARCILA would be shown in the public records as the owner of the Unit,

the Association offered to approve the application for occupancy and to consider the application for co-ownership of the Unit by BLANCA AGUILAR with GLORIA ARCILA.

17. BLANCA AGUILAR agreed to record a deed in the public records so GLORIA ARCILA would be shown as owner of the Unit.

18. On or about February 14, 2018, GLORIA ARCILA and/or BLANCA AGUILAR caused a deed purportedly executed in September 2017 which had attempted to transfer title to both GLORIA ARCILA and BLANCA AGUILAR, to be recorded in the public records. A copy of the deed is attached hereto as **EXHIBIT "E"**.

19. In May 2018, the Association reasonably relied upon BLANCA AGUILAR'S misrepresentations that GLORIA ARCILA was again shown in the Public Records to be the owner of the subject property, the Association provided BLANCA AGUILAR a conditional approval for occupancy.

20. The Association has not approved the transfer of title to BLANCA AGUILAR.

21. On or about September 7, 2018, GLORIA ARCILA and/or BLANCA AGUILAR caused a deed purportedly executed in October 2017 to be recorded, once again attempting to have it appear in the public records that BLANCA AGUILAR was the sole owner of the Unit. A copy of such recorded document is attached hereto as **EXHIBIT "F"**.

22. All Quit Claim Deeds recorded by BLANCA AGUILAR and GLORIA ARCILA, **EXHIBITS "C", "E" and "F"** are void and invalid attempts to transfer title to the Unit.

23. Defendants agreed to comply after the demands, but still have failed and/or refused to do so.

24. The Association has retained the undersigned counsel to represent it in this action and is obligated to pay a reasonable fee for this representation.

25. Plaintiff has satisfied all conditions precedent to the filing of this action.

26. Pursuant to the Declaration of Condominium and Bylaws of the Association and Fla. Stat. §718.303, the Association is entitled to recover its reasonable attorneys' fees and costs this action.

27. Plaintiff is suffering irreparable harm in that Defendants' flagrant violations of the aforesaid covenants undermine the Association's ability to operate and maintain the property and subject to the covenants as therein provided.

28. Defendants have continued to violate the Association's Governing Documents and Plaintiff has reason to believe that Defendants may further violate the Association's Governing Documents based upon the continued failure to comply, despite numerous demands.

29. The Association and its members are suffering and will continue to suffer irreparable harm if Defendants are not forced to comply with the subject covenants and rules, in that: (i) Defendants are in continuing violation of the restrictions and rules contained in the Association's Governing Documents; (ii) the continued violation may and/or has encouraged other owners or tenants to believe that restrictions will not be enforced; and (iii) the Association's credibility and authority to enforce these restrictions will be/is being eroded and compromised.

30. Based upon the foregoing, Plaintiff has no adequate remedy at law for the actions taken by Defendants and money damages are insufficient to address the harm caused by Defendants' actions.

31. An injunction, if granted, will not prejudice the rights of Defendants.

WHEREFORE, Plaintiff, SUNRISE LAKES CONDOMINIUM APTS., INC, 5, requests that this Court:

A. Find that the Defendants are in violation of the Governing Documents of SUNRISE LAKES CONDOMINIUM APTS., INC. 5;

B. Enter an injunction ordering that the deeds recorded at Instrument No. 113822238; Instrument No. 114891317 and Instrument No. 115312017 in the Official Records of Broward County Florida are declared void;

C. Grant Plaintiff, SUNRISE LAKES CONDOMINIUM APTS., INC. 5. a judgment for reasonable attorneys' fees pursuant to the Declaration of Condominium and/or Bylaws of the Association and/or Fla. Stat. §718.303, and costs; and

D. Enter any further relief that this Court deems just and proper.

**COUNT II**  
**AGAINST PRIORITY ONE CREDIT UNION OF FLORIDA AND BLANCA AGUILAR**

32. Plaintiff realleges paragraphs 2 through 22.

33. This is an action for declaratory relief.

34. PRIORITY ONE CREDIT UNION OF FLORIDA is a federal credit union doing business in Broward County Florida.

35. PRIORITY ONE CREDIT UNION OF FLORIDA is named as a Defendant in this action due to a Mortgage Recorded at Instrument number 114677273. The PRIORITY ONE CREDIT UNION OF FLORIDA Mortgage is attached as **EXHIBIT "G"**.

36. Plaintiff is in doubt as to the validity of the mortgage recorded at instrument number 114677273.

37. There is a bona fide, actual, present practical need for the declaration regarding the validity of the mortgage recorded at instrument number 114677273.

38. The PRIORITY ONE CREDIT UNION OF FLORIDA Mortgage was executed by BLANCA AGUILAR.

39. Since the Deed recorded as Instrument No. 113822238 is void, BLANCA AGUILAR was not the owner of the subject unit and did not have the right to encumber the subject property with the PRIORITY ONE CREDIT UNION OF FLORIDA Mortgage.

40. Plaintiff seeks a Declaration that the Mortgage held by PRIORITY ONE CREDIT UNION OF FLORIDA does not create a valid interest in the subject property because under the Association's Declaration of Condominium, the Deed recorded as Instrument No. 113822238 is void and BLANCA AGUILAR had no right to encumber the property.

WHEREFORE, Plaintiff demands judgment against Defendants that declares that the Mortgage recorded at instrument number 114677273 did not create and enforceable lien against the property, along with any other relief this Court deems appropriate.

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Dated: October 30, 2018

BY: Beth Lindie  
BETH G. LINDIE, ESQ.  
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EXHIBIT "A"

	<u>ORIGINAL</u>	<u>PAGE</u>
	<u>OFFICIAL RECORDS BOOK</u>	
Sunrise Lakes Condo. Apts. Building No. 35:	5709	784
Sunrise Lakes Condo. Apts. Building No. 36:	5713	100
Sunrise Lakes Condo. Apts. Building No. 37:	5810	827
Sunrise Lakes Condo. Apts. Building No. 38:	5809	537
Sunrise Lakes Condo. Apts. Building No. 39:	5831	1
Sunrise Lakes Condo. Apts. Building No. 40:	5875	162
Sunrise Lakes Condo. Apts. Building No. 41:	5861	144
Sunrise Lakes Condo. Apts. Building No. 42:	5896	586
Sunrise Lakes Condo. Apts. Building No. 43:	5894	952
Sunrise Lakes Condo. Apts. Building No. 44:	5935	839
Sunrise Lakes Condo. Apts. Building No. 45:	5935	873
Sunrise Lakes Condo. Apts. Building No. 46:	5942	965
Sunrise Lakes Condo. Apts. Building No. 47:	5942	795
Sunrise Lakes Condo. Apts. Building No. 48:	5942	931
Sunrise Lakes Condo. Apts. Building No. 49:	5942	897
Sunrise Lakes Condo. Apts. Building No. 50:	5942	863
Sunrise Lakes Condo. Apts. Building No. 51:	5942	829
Sunrise Lakes Condo. Apts. Building No. 52:	5925	735
Sunrise Lakes Condo. Apts. Building No. 53:	5912	53
Sunrise Lakes Condo. Apts. Building No. 54:	5861	178
Sunrise Lakes Condo. Apts. Building No. 55:	5845	739
Sunrise Lakes Condo. Apts. Building No. 56:	5831	35
Sunrise Lakes Condo. Apts. Building No. 57:	5794	245
Sunrise Lakes Condo. Apts. Building No. 58:	5809	571
Sunrise Lakes Condo. Apts. Building No. 59:	5772	832

**DECLARATION OF CONDOMINIUM**  
**SUNRISE LAKES CONDOMINIUM APTS., BUILDING NO \_\_\_\_\_**

I.  
**SUBMISSION STATEMENT**

W.B. HOMES, INC., a Florida Corporation, being the owner of record of the fee simple title to the real property situate, lying and being Broward County, Florida, as more particularly described and set forth as the Condominium property in the Survey Exhibits attached hereto as "Exhibit No. 1", which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained not personally owned by unit owners), hereby states and declares that said realty, together with improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 711 Et. Seq. (hereinafter referred to as the "Condominium Act"), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

**Definitions:-** As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definition shall prevail:-

A. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may be from time to time amended.

B. Association, means the Florida non-profit Corporation whose name appears at the end of this Declaration as "Association", said Association being the entity responsible for the operation of the Condominium.

C. By-Laws, means the By-Laws of the Association specified above, as they exist from time to time.

D. Common Elements, means the portions of the Condominium property not included in the Units.

E. Limited Common Elements, means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of all other units.

F. Condominium, means that form of ownership of Condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

G. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 711 Et Seq.).

H. Common Expenses, means the expenses for which the unit owners are liable to the Association.

I. Common Surplus, means the excess of all receipts of the Association from this Condominium, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses of this Condominium.

J. Condominium Property, means and includes the land in a Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

K. Assessment, means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the unit owner.

foregoing paragraph in this Declaration, and said foregoing paragraph shall be so interpreted in this regard.

Any person who acquires an interest in a unit, except through foreclosure of an Institutional First Mortgage of record, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

XI.

PROVISIONS RELATING TO SALE OR RENTAL OR OTHER  
ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. SALE OR RENTAL OF UNITS -- Association to Have First Right of Refusal.

Each unit owner has purchased his unit with the knowledge, and acceptance that although every man may justly consider his home his castle, and himself the King thereof, his sovereign right to use his property as he pleases, must nevertheless yield in some degree, where ownership is in cooperation with owners. Inherent in the condominium concept is the principal that to promote the health, happiness, and peace of mind of the majority of the unit owners (since they are living in such close proximity, and using facilities in common), each unit owner must give up a certain degree of freedom of choice which he might otherwise enjoy in separate privately owned property. Pursuant therewith:

In the event any unit owner wishes to sell his unit, or has satisfied the Board of Directors of his inadvertent, and compelling need to lease it, the Association shall have the option to purchase or lease the unit upon the same conditions as are offered by its owner to a third person, and acceptance thereto. Any attempt to sell or lease any unit without the Association's preemptive "Right of First Refusal" shall be deemed a breach of this Declaration, and shall be wholly null and void, and shall confer no title or interest whatsoever upon unapproved purchaser, lessee or tenant.

Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase, sell or lease, or rent, his Condominium parcel, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease, or transfer is to be made, two bank references and three individual references -- local, if possible, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned. The leasing of units as a regular practice for business, speculative investment or other similar purposes is not conducive to condominium living.

A unit owner is permitted only one rental or lease of his apartment during any one calendar year, and no others will be approved. These provisions apply to subleases. In addition, no sublease may be entered into prior to the expiration of one (1) full year from the initial date of the commencement of the term of the lease's main lease.

Owners and lessees may designate members of their immediate family as guest occupants of their apartments in their absence for periods not to exceed thirty (30) days in any twelve (12) month period. Office must be notified of relationship and time of stay, fourteen (14) working days before occupancy.

Under no circumstances may owners or lessees designate persons other than their immediate families as overnight guests in their absence. Such violators will be treated as trespassers.

The Board of Directors of the Association, within ten (10) working days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association, who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not unreasonably withhold consent to the prospective sale, rental or lease.

The stated designee of the Board of Directors shall have fourteen (14) working days from the date of the notice sent by the Board of Directors within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within the said fourteen (14) working day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

The consent of the Board of Directors of the Association shall be in recordable form, signed by two Officers of the Association, and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

The Association shall have the right to require that a substantially uniform form of lease be used, or in the alternative, that the Board of Directors approve the lease form to be used. Notwithstanding its satisfaction therewith, said Board shall not be at liberty to approve any lease contracting for (a) less than the entire unit, or (b) for a period less than three (3) consecutive months, or (c) persons other than the proposed lessee and those permanent household members of his immediate family (as defined in the first paragraph of Article XIII herein) to occupy the unit, or (d) which contains options to sub-lease, extend or renew. As a consideration for the Board's approval of a lease, both the lessor and lessee understand and agree that no individual rooms will be rented, and no transients will be accommodated in his unit.

Pursuant with the Board of Directors' essential fiduciary responsibility to impose and enforce reasonable restrictions concerning the use, occupancy, and transfer of units in this adult residential condominium concept (necessary and consistent therewith, without violating any fundamental rights), and considering the many inevitable conflicts incident to corporate ownership of a condominium unit, it (Board) shall not be at liberty to approve a sale or leasing to a Corporate, Partnership, or other fictitious entity.

Application for sale, lease or transfer of a unit shall be accompanied by a payment of \$50.00 to the Association to cover the Association's investigative expenditures and services in connection therewith. In addition thereto, any application for the leasing of a unit shall require a Security Deposit in the amount of \$250.00 to insure against any loss or damage attributable to the lessee and/or to those in his care, custody, or control, for which the Association shall be responsible to repair or replace. It is herein understood that said Security Deposit shall be held by the Association, and be refunded to the Depositor within thirty (30) days from expiration of the lease, or from the vacancy or abandonment of the unit, provided no loss or damage for which it (Security Deposit) is intended to indemnify, shall be suffered by the Association. It is furthermore understood, and agreed that the Security Deposit is a deposit only, and in the event it shall not be sufficient to fully indemnify the Association for the cost of repair to, or replacement of a lessee-attributable loss or damage for which the Association shall be obligated to repair or replace, the respective lessor shall be liable for the unsecured portion of full indemnification thereof.

The leasing of a unit shall in no way relieve the lessor of his obligations as a unit owner, as set forth in the Condominium Documents and in the Association's Rules and Regulations. Moreover, all provisions therein pertaining to use and occupancy of a unit, shall be applicable and enforceable against all persons occupying the unit as a tenant, to the same extent as against the owner thereof. Consequently, the Association in approving a lease shall be authorized to act as the lessor's agent with full power and authority to take such action as may be required (if necessary) to compel the tenant's compliance with the use and occupancy provisions set forth in the Condominium Documents, and in the Association's Rules and Regulations, and when necessary, to evict him/them for non-compliance therewith.

An otherwise prima facially eligible applicant shall nevertheless not be deemed qualified to purchase a unit unless it shall be his Bona Fide intention that only he and the permanent household members of his immediate family (as defined in the first paragraph of Article XIII

herein) will occupy the unit as their residence. However, for compelling reasons, the Board of Directors --- by yielding at least to some degree from prescribed provisions and restrictions --- may consider the sale of a unit to an otherwise prima facially qualified applicant therefore, who shall evidence a Bona Fide intent to use it as a single-family private dwelling for (in his stead) certain Bona Fide and qualified members of his immediate family, and the Bona Fide and qualified permanent household members of their immediate family. As a prerequisite therefor, both parties to the Bifurcated Transaction shall submit to independent investigations by the Association or its agents therefor, and in the event there shall prove good cause to reject either or both, the Association shall be deemed to object to the sale to the proposed purchaser. However, in the event the Board of Directors shall find both parties qualified and acceptable to it, and furthermore find the avowed intent for the sought-for purchase to be valid, title to the unit (once acquired) shall confer only "equity membership" in the Association, to the purchaser, whereas occupancy rights or "Residency Membership" shall be conferred upon the approved tenants for the unit, by way of a written lease agreement acceptable to the Board of Directors.

The purchaser of a unit understands and agrees that he will not lease it during his first year of ownership, and that he will not accommodate overnight occupants therein, prior to his reasonable establishment of residence in the unit. However, at a point in time following the first year of ownership of a unit, the Board of Directors --- in order to meet special situation and hardships or practical difficulties, yet inhibit transiency and impart a certain degree of continuity of residency and a residential character to this adult residential community --- may permit a unit owner to offer his unit for lease with the proviso that upon expiration of the lease, or in the event it is abrogated for any reason whatsoever, including the lessee's abandonment of the unit, at least one (1) year from such happening will elapse before he, the unit owner, will again be entitled to solicit the Board's consideration of his possible further need to offer his unit for lease. In the event his request shall evidence no intent to circumvent the use and occupancy provisions set forth in Article XIII herein, said Board's possible permission to lease shall in no way relieve the requestor of the leasing provisions contained in this Article.

A unit owner may not lease the unit during the first year of ownership, and he/she will not accommodate overnight occupants therein, prior to his establishment of residence in the unit. After the first year, a unit owner may lease his unit for a period of not less than three (3) months, subject to the approval of the Board of Directors, but may not re-lease it before a period of one year from inception of such prior lease.

In the event equity membership in the Association shall be transferred or interest conveyed to others (in part or in full) by sale, gift, devise, or involuntary or judicial sale of a unit, the Association shall be provided with a copy of the recorded deed thereto within ten (10) working days from the finalization thereof. Not less than seven (7) days prior to occupancy of a unit by an approved lessee, the Association shall be provided with a copy of the duly executed lease therefor.

B. MORTGAGE AND OTHER ALIENATION OF UNITS

1. A unit owner may not mortgage his unit, nor any interest therein, without the

approval of the Association, except to an institutional Mortgagee, as hereinbefore defined. The approval of any mortgagee may be upon conditions determined by the Board of Directors of the Association, and said approval if granted, shall be in recordable form, executed by two Officers of the Association. Where a unit owner sells his unit and takes back a mortgage the approval of the Association shall not be required.

2. No judicial sale of a unit, nor any interest therein, shall be valid, unless:
  - a. The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two Officers of the Association, and delivered to the purchaser; or,
  - b. The sale is a result of a public sale with open bidding.
3. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Board of Directors of the Association, and said approval shall have the same effect as through it had been given and filed of record simultaneously with the instrument is approved.
4. The foregoing provisions of this Article XI shall not apply to transfers by a unit owner to any member of his immediate family (viz: - spouse, children or parents.).

The phrase "sell, rent, or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, of it, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board of Directors of the Association may, within thirty (30) days of proper evidence or rightful designation served upon the President or any other Officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium parcel.

If the Board of Directors of the Association shall consent, ownership of the Condominium parcel may be transferred to the person or persons so designated who shall, thereupon become the owner(s) of the Condominium parcel, subject to the provisions of the Enabling Declaration and the Exhibits attached thereto.

If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash, the said Condominium parcel, at the then fair market value thereof. Should the parties fail

to agree on the value of such Condominium parcel, the same shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the areas wherein the Condominium is located, upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel; or, such person or persons, or the legal representative of the deceased owner may sell the said Condominium parcel, and such sale shall be subject in all other respects to the provisions of this Enabling Declaration and Exhibits attached hereto.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee, shall take subject to this Declaration, the By-Laws and Articles of Incorporation of the Association, the Long-Term Lease, as well as the provisions of the Condominium Act.

6. Special Provisions re Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees and Developer and Lessor Under the Long-Term Lease.

a. An Institutional First Mortgagee holding a mortgage on a Condominium parcel, or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel, without prior offer to the Board of Directors of the Association, and without the prior approval of the said Board of Directors. The provisions of Sections A and B, No.'s 1-5, of this Article XI shall be inapplicable to such Institutional First Mortgagee, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

b. The provisions of Sections A and B, No's. 1-5 of this Article XI shall be inapplicable to the Developer, Lessor under the Long-Term Lease. The said Developer and Lessor are irrevocably empowered to sell, lease, rent and/or mortgage Condominium parcels or units, and portions thereof to any purchaser, lessee or mortgagee approved by them, however, as to said Lessor, the foregoing shall be subject to the provisions of the Long-Term Lease. The Developer shall have the right to transact any business necessary to consummate sales or rentals of units, or portions thereof, including but not limited to the right to maintain models, have signs, use the common elements, and to show units. The sales office(s), signs, and all items pertaining to sales shall not be considered common elements, and shall remain the property of the Developer. The Developer may use a unit(s) as a sales office and/or model apartment(s).

c. In the event there are unsold parcels, the Developer retains the right to be the owner of said unsold parcels under the same terms and conditions as all other parcel owners in said Condominium; however, said Developer, for such time as it continues to be a parcel owner,



but not exceeding twelve (12) months after the date of the filing of this Declaration, shall only be required to contribute such sums to the common expenses of the Condominium, in addition to the total monthly common expense assessments paid by all other parcel owners, as may be required for the Association to maintain the Condominium, as provided in this Declaration and Exhibits attached hereto, but in no event shall the Developer be required to contribute to the common expenses as to the parcels owned by it, in an amount exceeding the obligation for such unit, as specified and set forth in Exhibit "A" attached to this Declaration. Commencing twelve (12) months after the date of the filing of this Declaration of Condominium, the Developer shall contribute to the common expenses, as to the parcels owned by it, in the same manner as all other parcel owners, as provided in Exhibit "A" attached to this Declaration.

XII.  
INSURANCE PROVISIONS

A. LIABILITY INSURANCE:-

The Board of Directors of the Association shall obtain Public Liability and Property Damage Insurance covering all of the common elements of the Condominium and insuring the Association and the unit owners as its and their interests appear, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Premiums for the payment of such Insurance shall be paid by the Board of Directors of the Association, and such premiums shall be charged as a common expense.

B. CASUALTY INSURANCE:

All hazard policies issued to protect Condominium Buildings shall provide that the word "Buildings", wherever used in the policy, shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual unit, initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owner shall be considered additional insureds under the policy.

Whenever the maintenance, repair, and replacement of any items which the owner of the unit is obligated to maintain, repair and replace at his own expense shall sustain any loss or damage thereto which may be covered by insurance maintained in force by the Association, the proceeds of the insurance therefore received by the Association or its Insurance Trustee, shall be used to make such repair or replacement – except that the owners of such units shall in said instances be required to pay such portion of the cost thereof for which the Association's insurance carrier has been relieved by reason of the deductibility provision contained in the policy.

XIII.  
USE AND OCCUPANCY

No unit in this adult residential condominium complex shall be used for any purpose other than as a single-family private dwelling, and by no residents other than the owner(s) or lessee(s) thereof – whom shall be at least fifty-five (55) years of age – and the Bona Fide and qualified permanent household members of his immediate family, organized by him and functioning therein as a single household, which may include his spouse, his children, brothers and sisters over the ages of eighteen (18) years, and his parents, provided the household shall not be comprised of more than one husband/wife entity. Notwithstanding the foregoing, a permanent household unit shall be limited to two (2) individuals for all 1-bedroom units, and four (4) individuals for all two (2) bedroom units.

With the approval of the Board of Directors, in the purchase of a unit, both spouses who will reside permanently in the said unit, must each be at least 55 years of age, and no child under the age of 18 years may be in residence. Furthermore, purchasers under the age of 55 may purchase for immediate members of the family provided the purchaser signs an agreement to abide by the age agreement heretofore stated.

Absent specific language directly hereinabove, the use and/or occupancy of a unit for investment, speculative, commercial, industrial or professional purposes is strictly prohibited, as is the use thereof as a business enterprise, by way of leasing as a regular practice. Moreover, no time-share estate shall be created with respect to any unit nor shall any unit be permanently shared by persons other than the permanent household members of the resident-unit owner's (or lessee's) immediate family, as defined in the first paragraph of this Article XIII directly hereinabove. Furthermore, exclusive right of use, possession or occupancy of any unit shall not be circulated among various owners thereof, nor among persons asserted to be permanent household members of any unit.

Notwithstanding the "owner-occupancy" intent inherent in this Article, and the leasing moratorium set forth in Article XI, Section A, herein, the Association may (for good cause) consent to an approved prospective purchaser's request that he be free to permit the intended seller of the unit to retain occupancy rights thereto (to his exclusion therefrom) for a period not in excess of thirty (30) days from transfer of title, without his taking subject to the leasing requirements, restrictions and moratorium set forth in said Article XI.

Pursuant with the Association's avowed objective to maintain a steady, staple and home-like atmosphere in this adult residential community situated in the midst of a tourist-oriented area, yet not unreasonably restrict the property and hospitality rights of its members, an owner of a unit may (while in residence in the unit) host his overnight visiting family members and social guests therein for a period not in excess of sixty (60) cumulative days in any twelve (12) month period commencing with the first day of July of each year, provided the owner notified the Association in writing in advance, of names of said persons, and the length of their stay. However, in his absence therefrom, the owner of a unit may be permitted to designate only members of his immediate family, (i.e., his spouse, children, brothers and sisters, their spouses and children) to be interim occupants of his unit for a period not in excess of thirty (30)

cumulative days in any twelve (12) month period commencing with the first day of July each year, provided the owner notified the Association in writing in advance, the names, ages and relationship of said person, etc.....Notwithstanding the immediate foregoing, an absentee-owner shall not be permitted to designate otherwise - qualified interim occupants of his unit who are under the ages of twenty one (21) years, unless they shall be a party to at least one qualified designee who is over the age of twenty-one (21) years. Whether or not authorized by an absentee-owner, any person discovered in an "unprotected" unit, without the knowledge and approval of the Association, shall be deemed to be, and treated as trespassers therein and upon the Condominium property.

In the interest of timely updating the original provisions of this Article XIII pertaining to animals and pets, and the amendments hereto adopted October 27, 1978, except for those animals and pets who on said date were owned by and in residence with a resident-unit owner-or-lessee or by a permanent member of his household, and were owner-or-lessee or by a permanent member of his household, and were duly registered with the Association within a reasonable period of time therefrom, no animals or pets shall be brought in to any unit or upon any property of the Condominium - either as a new acquisition, or as a lodger with or visitor of said residents. Although qualified and duly registered, any such animals or pets causing or creating nuisances or unreasonable disturbances, shall be caused to permanently remove it from the property upon three (3) days notice from the Association.

Upon acquisition of title to a unit, the acquirer agrees that he will not, nor will he permit those in his care, custody or control to:

- a. Paint or display signs, notices, advertisements, etc., upon the interior and/or exterior surfaces of any window of his unit, or upon the screening thereof, and of the terrace.
- b. Install and/or operate any laundry equipment or facilities in his unit.
- c. Use his unit or terrace for any purpose or in any manner contrary to or not in accordance with the appropriate provisions therefor as set forth in this Declaration, in any of the other Condominium Documents, and in the Association's Rules and Regulations.
- d. Do or keep anything in his unit which would or could impair or threaten the health, welfare or safety of any person in this adult residential community, or which would or could obstruct or interfere with the rights of other unit owners or their lessees, or annoy them by unreasonably noises or otherwise.
- e. Do or keep anything in his unit which would or could increase the rate of insurance on the Building ("Building" as defined in the first paragraph of Article XII herein), or increase the possibility of loss or damage thereto for which the Association may be responsible to repair or replace.
- f. Do or keep anything in his unit in this adult residential community, which the

pay ad valorem taxes and special assessments as are separately assessed against his Condominium parcel.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium parcel, in his Condominium unit and in the common elements, shall be considered a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

F. All provisions of this Declaration and Exhibits attached hereto, and Amendments thereof, shall be construed as covenants running with the land, and of every part thereof and interest therein, including by not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and any Amendments thereof.

G. If any of the provisions of this Declaration, or of the By-Laws, the Articles of Incorporation of the Association, the Long-Term Lease, or of the Condominium Act, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid the validity of the remainder of this Declaration, the By-Laws, Articles of Incorporation, Long-Term Lease, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

H. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the Condominium, unless the unit owner has, by written notice duly received for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the Condominium, or in case of the Secretary's absence, then the President of the Association at his residence in the Condominium, and in his absence, any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an Amendment to this Declaration.

Notices to the Developer shall be delivered by mail at: 2514 Hollywood Boulevard, Hollywood, Florida 33020

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly received for. Notices required to be given the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the Court wherein the Estate of such deceased owner is being administered. The change of the mailing address of any party, as specified herein, shall not require an Amendment to the Declaration.

I. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association from authorizing the removal of or removing any party wall between any Condominium units in order that the said units might be used together as one integral unit. In each event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined. The Developer shall have the rights to use a portion of the Condominium property for the purpose of aiding in the sale of Condominium units including the right to use a portion of the common elements of the Condominium property for parking for prospective purchasers and such other parties as the Developer determines. The foregoing right shall mean and include the right to display erect signs, billboards and placards and store, keep and exhibit same and distribute audio and visual promotional materials upon the common elements of the Condominium property.

J. The "Remedy for Violation" provided for by Section 23 of the Condominium Act, shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a Court action to bring about compliance with the law, this Declaration and Exhibits attached to this Declaration, upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable Attorney's fees incurred by it in bringing such action, as determined by the Court.

K. Subsequent to the filing of this Declaration of Condominium, the Condominium Association - when authorized by a vote of the majority of the total vote of the members of the Association, and approved by the owners and holders of Institutional First Mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against this Condominium and the Lessor under the Long-Term Lease, may, together with other Condominium Associations, and others, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith, shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses. The provisions of this Paragraph K are paramount to and superior to Article VII of this Declaration as to matters set forth in this Paragraph.

L. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

M. The captions used in this Declaration of Condominium and Exhibits annexed

hereto, are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

N. Where an Institutional First Mortgage, by some circumstances, fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

O. If any term, covenant, provision, phrase or other element of the Condominium documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant or element of the Condominium documents.

P. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Common expenses, taxes or other charges are estimates only and no warranty, guaranty or representation is made or intended, nor may one be relied upon. The Developer has constructed the building and improvements substantially in accordance with the Plans and Specifications on file in the Building and Zoning Department of the applicable Governmental authority, and as same have been modified, and this is the full extent of the Developer's liability and responsibility. The foregoing, where applicable, shall apply to the Lessor.

The Developer and, where applicable, the Lessor shall not be responsible for conditions resulting from condensation on or expansion or contraction of materials, paint over walls, both interior and exterior, loss or injury caused in any way by the elements; the water tightness of windows or doors, defects which are the result of characteristics common to the materials used, and damage due to ordinary wear and tear or abusive use, collection of water within the building or on any portion of the Condominium property and demised premises and improvements thereon nor anything of any type of nature including a bulkhead, where applicable, except such items as are specifically delineated and agreed to in writing between the Developer and the individual unit owner where applicable, agreed to in writing between the Lessor and the Condominium Association, and it shall be understood and agreed that the Developer and Lessor shall bear no responsibility in any way as to the matters provided in this paragraph to the Condominium Association and unit owners. Guaranties have been obtained from certain Sub-Contractors, and warranties have been obtained from the manufacturer of certain appliances and equipment, as specified by said manufacturer, and it shall be the obligation of the Condominium Association and its members to enforce such Guaranties and Warranties.

Condominium Association, by its execution to this Declaration of Condominium, approves the foregoing, and all of the covenants, terms and conditions, duties and obligations of this Declaration and Exhibits attached thereto. The Condominium unit owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium unit, and other parties by virtue

of their occupancy of units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

Q. By way of clarification as to Article VII of this Declaration, the Long-Term Lease may be amended by an instrument in writing, executed by the Lessor and the Condominium Association, by and through its Board of Directors, except there shall be no Amendment affecting the Long-Term Lease which would change a unit owner's rent under the Long-Term Lease nor the manner of sharing common expenses under the Long-Term Lease, nor impair the rights of unit owners to the use and enjoyment of the recreation area and facilities, without the unit owners so affected, and all record owners of Institutional Mortgages thereon, joining in the execution of said Amendment. The aforesaid Amendment shall be duly recorded in the Public Records of the County wherein the Condominium is located, and recording of said Amendment shall constitute an Amendment to this Declaration of Condominium as to the provisions herein relative to said Long-Term Lease. Where the Developer continues to hold title to Condominium units in this Condominium at the time of a proposed Amendment, as set forth in this paragraph, the approval of the Developer shall be required. No Amendment, as set forth in this paragraph, shall change the provisions of the Long-Term Lease or this Declaration with respect to Institutional Mortgages, nor shall such Amendment affect, impair or prejudice the validity, rights and priorities of any mortgages encumbering parcels in this Condominium. The Board of Directors of the Condominium Association are empowered and authorized, without the approval of the unit owners, to amend the Long-Term Lease and this Declaration, as contemplated in this paragraph "Q". This paragraph is paramount to and supersedes Article VII and XIX.K. of this Declaration as to the matters set forth in this paragraph. The provisions in Article XVII as to the Lessor's amending this Declaration and the Long-Term Lease by adding areas of land with improvements thereon to the demised premises are paramount to and supersede the provisions of this paragraph.

R. Escrow Account for Insurance and Certain Taxes:- There may be established and maintained as determined solely by the Board of Directors of the Association, in a local, National or State Bank, or a Federal or State Savings and Loan Association, two (2) interest bearing Savings and Deposit Accounts, in order to accumulate sufficient monies for the following purposes:

1. To pay all Insurance premiums for the insurance on the Condominium property obtained and purchased by the Association, pursuant to Article XII of this Declaration; and,
2. To pay all Real and Personal Property Taxes assessed by the taxing authorities aforescribed for property owned by the Condominium, or taxes which the Condominium is required to pay as part of its common expenses, which taxes are not included in the taxes assessed by the taxing authorities against the individual Condominium parcels.

Notwithstanding the foregoing, the provisions of the Long-Term Lease as to taxes and insurance are paramount to the applicable provisions of this Article XIX.R. On or before the 30<sup>th</sup> day of each month, the Association may cause two (2) checks to be issued and drawn on the Association's Bank Account -- each check being equal respectively to one-twelfth (1/12<sup>th</sup>) of the

estimated yearly amounts as to Items 1 and 2 above, and said checks shall be immediately deposited into the appropriate Savings Deposit Account.

Should a Condominium unit owner fail to pay that portion of the monthly assessment relating to Items 1 and 2 above within thirty (30) days from its due date, the Association shall have the right, but they are not required, to advance the necessary funds so as to deposit the required monthly sum into the Savings Deposit Accounts. The Association shall have a lien for all sums so advanced, together with interest thereon. They shall also have the right to assign their lien to any unit owner or group of unit owners, or to any third party. No such foreclosure action may be brought by said Institutional, or individual, or group of individuals, where the necessary funds are advanced until the delinquent unit owner has received not less than ten (10) days written notice in this regard.

S. No Condominium parcel owner shall bring, or have any right to bring, any action for partition or division of the Condominium Property.

T. The term "recreation area(s) and facilities", "recreation area(s)", and "recreation facilities", where used throughout this Declaration of Condominium and Exhibits attached hereto, shall mean the demised premises under the Long-Term Lease attached to this Declaration.

U. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservations, pending or certified liens in favor of the Drainage District of the City of Sunrise, and all matters of record and, if applicable, any right of any governmental authority or agency as to any submerged land, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility services and drainage now existing hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to grant such easements and designate the beneficiaries thereof, for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building(s) and improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members. Where applicable, riparian and littoral rights as to the Condominium property and the demised premises under the Long-Term Lease are disclaimed by the Developer and Lessor; however, the Association and its members shall have the same riparian and littoral rights as to the Condominium property and the demised premises as the Developer and Lessor have at this time. Each Condominium Unit Owner in this Condominium, by virtue of his accepting title to his Condominium parcel, hereby acknowledges that said Condominium Parcel is subject to that certain Pending or Certified Lien in favor of the Drainage District of the City of Sunrise, and said Parcel Owner agrees to pay the aforescribed Lien pursuant to the Deposit Receipt agreement between the parties. It is further agreed by each unit owner, by virtue of his acceptance of the Deed to his parcel, that the provisions of the Deposit Receipt agreement between the parties as to the aforescribed Lien shall survive the closing of title between the Developer and the Unit Owner. The provisions of



this paragraph as to the real property being submitted to Condominium ownership being subject to those matters set forth in this paragraph shall also apply to the demised premises under the Long-Term Lease.

The Condominium Association and its members, the Developer, its successors and assigns, and the Lessor under the Long-Term Lease and the Developer and Lessor's designees, its successors and assigns, by virtue of the execution of this Declaration and Exhibits attached thereto by said Condominium Association, the Developer and Lessor hereby grant to each other and the designees of the Developer and Lessor an easement for ingress and egress over, through and across the paved area of the common elements, other than the parking spaces, which is intended for vehicular and pedestrian traffic, and such parties are further hereby granted a pedestrian easement over, through and across sidewalks, paths, halls, lobbys, elevators, center cores, lanes, and the public areas of the Condominium building(s), improvements and land and demised premises. The foregoing easement over, through and across the paved area of the common elements of the Condominium other than the parking spaces shall be referred to as "parking street easement" and said parking street easement is designated in Exhibit No. 1 annexed to this Declaration. The Condominium property may not be abutting, contiguous or adjacent to any public street, road, or right-of-way. Where such is the case, the Developer and Lessor covenant to provide access from the nearest public street, road, or right-of-way to the Condominium property for ingress and egress for vehicular and pedestrian traffic and said area shall be referred to as an "access easement"; however, where all or a portion of such access easement area is over and across a property which may become a Condominium or a property which is not a Condominium but is improved with an apartment building, then in such event the part of said area over and across said Condominium or non-Condominium property, as aforesaid, shall be referred to as a "parking street easement". Where applicable, the access easement and/or parking street easement referred to herein is as designated in Exhibit No. 1 annexed to this Declaration. The parking street easement and access easement as provided above are hereby granted by virtue of the execution of this Declaration and Exhibits attached by the Condominium Association, the Developer and the Lessor to each other and the Developer's and Lessor's designees and same are further granted thereby to and for the benefit of owners and occupants, including the Condominium Associations and its members contained within the Sunrise Lakes Condominium Apts. Complex as determined by the Developer and Lessor, subject to the limitations set forth and pursuant to the applicable provisions of Exhibit No. 4 of this Declaration.

Pursuant to Article XIX (U) of the recorded or proposed Declaration of Condominium of Sunrise Lakes Condominium Apts. Building No. 1 through No. 34 (there is no No. 13) - i.e., Phase 1, and No. 35 through No. 59 - i.e., Phase 2, the Developer and Lessor, by virtue of their execution of this Declaration and Exhibits attached, and the Condominium Association, by virtue of its execution of this Declaration, hereby grant to each other, and Developer's and Lessor's designees, and said Association's members, and all Condominium Associations and their members, unit owners and occupants as to and within said Phase 1 and Phase 2, a pedestrian easement over, through and across the common elements of the above described Condominiums within said Phase 1 and Phase 2 and the demised premises under the Long-Term Leases attached as Exhibit No. 4 to all of the aforesaid Declarations of Condominium, to give them access to and the right to use of the recreation facilities and areas.

No right shall ever accrue to the public from the above described easements and said easements shall endure to January 1<sup>st</sup>, 2070, and thereafter for successive period of ten (10) years unless sooner terminated by a recorded document duly executed and recorded by the persons required. Said easements may be terminated in whole or in part prior to January 1<sup>st</sup>, 2070, and thereafter upon the joint consent of the Developer and Lessor, their successors and assigns, and the owners of all the lands which are entitled to the use of said easements except where all or portions of said lands shall have been submitted to Condominium ownership, the Condominium Association(s) responsible for the operation and management of said Condominium(s) are irrevocably appointed and authorized by the Condominium parcel owners to execute said instrument and the execution of said instrument by the Condominium parcel owners shall not be required. The foregoing access and street easements shall be subject to such easements as may be required for drainage and utility service purposes as the Developer and Lessor may hereafter deem necessary and the Developer and Lessor shall have the right in their sole discretion to grant such drainage and utility service easements over, upon, across and under said access and street easement areas as they deemed necessary and the consent of no other party shall be required. The unit owners of this Condominium and the Condominium Association shall be responsible for the care and maintenance of those portions of the Condominium property that are designated as and are subject to being a parking street easement, including landscaping thereon, and said unit owners shall share the total cost thereof. The cost of maintaining the access easement and the landscaping within said access easement, where applicable, and the taxes of any type and nature on said access easement area shall be paid by the Lessees of the demised premises. Parking street easements are areas of land as above described which are within a Condominium or non-Condominium apartment building property. Access easements are areas of land as above described which are not within a Condominium or non-Condominium apartment property. The Developer and Lessor may convey all or part of the access easement areas to the proper governmental authorities causing same to become public roads and the Developer and Lessor may also, at such time as they determine, convey fee simple title to such access easement areas to the Lessee Condominium Association(s) which comprise the Association(s) formed to operate the Condominium(s) in the Sunrise Lakes Condominium Apts. Complex and the owners of real property within the Complex which may not be Condominiums, as they determine in their sole discretion. Where the Developer and Lessor, where applicable grant additional parking street easements and additional access easements in the Sunrise Lakes Condominium Apts. Complex and such additional properties as they determine which connect with the access easements and parking street easements designated in Exhibit No. 1 annexed to this Declaration, the same shall automatically be a part of the parking street easement and access easement hereinbefore provided as if originally set forth herein.

The Lessor under the Long-Term Lease and its designees shall have the right in its sole discretion at such time as it desires to enter on, over and across the Condominium property and the further right to use such portion of the Condominium property and the demised premises under the Long-Term Lease for construction purposes, as provided in the Long-Term Lease, and for maintenance purposes where the parties required to maintain same under the Long-Term Lease fail to do so.

V. Notwithstanding the fact that the present provisions of the Condominium Act of

the State of Florida are incorporated by reference and included herein thereby, the provisions of this Declaration and Exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

XX.

SUNRISE LAKES PHASE II  
SPECIAL RECREATION DISTRICT OPERATING CONTRACT

The Sunrise Lakes Phase II Special Recreation District is in the process of acquiring or has acquired the sunrise Lakes Phase I Recreation Facilities as such facilities are described in Resolution 185 which was passed and adopted by the governing body of the Sunrise Lakes Phase II Special Recreation District. The District to provide for the operation, maintenance and control of the Sunrise Lakes Phase I Recreation Facilities entered into an Operating Contract dated March 5, 1979 with Sunrise Lakes Condominium Apartments, Inc. 5 which provides that the Association is to act as agent for the District for the purpose of operating, maintaining and controlling the aforesaid facilities, all as more particularly provided for in the Operating Contract, a copy of which is attached as Exhibit A to this Amendment.

All of the terms and provisions of the Operating Contract and Amendments thereto are hereby deemed incorporated in the Declaration of Condominium and all unit owners in this Condominium and the Association approve and agree to be bound by all of the terms and provisions of the Operating Contract and Amendments thereto, if any, and consent and ratify the Association's execution of the Operating Contract and Amendment thereto.

CERTIFICATE OF APPROVAL

Pursuant to the provisions of the Declaration of Condominium of  
SUNRISE LAKES CONDOMINIUM APTS. INC. #5, BUILDING NO. 47, the  
undersigned does hereby certify it's approval to the

sale by: EMC Mortgage Corporation

to: Gloria Arcila

of the following described property, located, situated and being in  
Broward County, Florida, to wit:

Condominium Unit 311 of SUNRISE LAKES CONDOMINIUM APTS. INC. #5  
BUILDING # 47, according to the declaration of Condominium,  
recorded in official Records Book, at Page of the Public Records  
of Broward County, Florida as amended.

In witness, whereof, the undersigned Corporation has caused this  
Certificate to be signed by it's proper officers and it's Corporate  
Seal to be affixed this 28th. day of March, 2003

Signed, Sealed and Delivered  
in the Presence of:

Maureen King  
Maureen King  
(as to all parties)

SUNRISE LAKES CONDOMINIUM APTS. INC. #5

By: Henry F. Kozak  
HENRY F. KOZAK

Attest: Mary McCormick  
MARY McCORMICK

SUNRISE LAKES CONDOMINIUM APTS. INC. #5

State of Florida)  
County of Broward)

Henry F. Kozak  
Managing Agent  
HENRY F. KOZAK

Before me, the undersigned, HENRY F. KOZAK and MARY McCORMICK  
OF SUNRISE LAKES CONDOMINIUM APTS. INC. #5, who, after first duly  
sworn by me, depose and say that they are the persons described  
in and who executed the foregoing Certificate for and on behalf  
of said Corporation, and that they are fully authorized to do.

Witness my hand and official seal this 28th. day of March, 2003.

Personally Known  or Produced Identification  
Type of Identification Produced \_\_\_\_\_

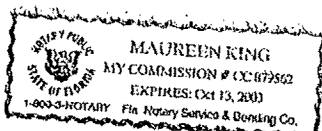


Maureen King  
Notary Public

Before me, the undersigned, personally appeared HENRY F. KOZAK and  
MARY McCORMICK respectively, of SUNRISE LAKES CONDOMINIUM APTS. INC. #5 who,  
after first duly sworn by me, depose and say that they are the  
persons described in and who executed the foregoing authorized to do so.

Witness my hand and official seal this 28th. day of March, 2003.

Personally Known  or Produced Identification  
Type of Identification Produced \_\_\_\_\_



Maureen King  
Notary Public

EXHIBIT "B"

Prepared By:  
Claudia Solano for  
Document Solutioners LLC  
8436 W Oakland Park Blvd  
Sunrise, Florida 33351

Folio Number: 4941 28 GG 0350

### Quit-Claim Deed

THIS QUIT-CLAIM DEED, Executed this 18 day of July 2016, between Gloria M. Arcila, a single woman whose mailing address is: PO BOX 450234 Fort Lauderdale, Florida 33345, Grantor, Blanca Ibenia Aguilar, a married woman whose mailing address is 10729 La Placida Drive #3-5; Coral Springs, Florida 33065, Grantee.

WITNESSETH: That the said first party, for and in consideration of the sum of \$10.00 (ten dollars with no cents), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to will:

Condominium Parcel Unit 311 of SUNRISE LAKES CONDOMINIUM APTS. BUILDING NO. 47, a CONDOMINIUM according to the Declaration of Condominium thereof, as recorded in O.R. Book 35006, Page 858 of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first parties, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

IN WITNESS WHEREOF, The said first parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Gloria Arcila  
GRANTOR: Gloria M. Arcila

[Signature]  
WITNESS:

[Signature]  
WITNESS:

STATE OF FLORIDA)  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Gloria M. Arcila to me known to be the person described in and who has produced a Florida Identification Card as identification and who has executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of July 2016.



Gracie Grifone  
State of Florida  
My Commission Expires 06/23/2019  
Commission No. FF 243731

[Signature]  
Notary Public

SUNRISE LAKES CONDOMINIUM ASSOCIATION,  
PHASE II, INC. 5  
8133 SUNRISE LAKES BLVD.  
SUNRISE, FL 33322

.....

December 14, 2017

Re: 47-311 Sale Application

Dear Mrs. Blanca Aguilar,

Please be advised that your application for rental has been reviewed and is hereby denied for financial reasons.

Sincerely,

Screening Committee  
Sunrise Lakes Condominium Association, Phase II, Inc. 5

**EXHIBIT "D"**

Folio Number: 4941 28 GG 0350

Quit-Claim Deed

THIS QUIT-CLAIM DEED, Executed this 28th day of September, 2017 between Blanca I. Aguilar, a single woman, **Grantor** and Gloria M. Arcila and Blanca I. Aguilar, both single women, **Grantees** both at 8600 Sunrise Lakes Blvd 311, Sunrise FL 33322

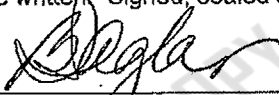
WITNESSETH: That the said first party, for and in consideration of the sum of \$10.00 (ten dollars with no cents), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title interest, claim and demand which the said first party has in and to the following describe lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida to will:


Condominium Parcel Unit 311 of SUNRISE LAKES CONDOMINIUM APTS. BUILDING NO. 47, a CONDOMINIUM according to the Declaration of Condominium thereof, as recorded in O.R. Book 35006, Page 848 of the Public Records of Broward County, Florida.

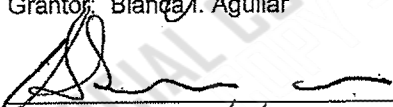
a/k/a 8600 Sunrise Lakes Blvd Unit 311, Sunrise FL 33322.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first parties, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

IN WITNESS WHEREOF, the said first party have signed and sealed these present the day and year first above written. Signed, sealed and delivered in presence of:

  
\_\_\_\_\_  
Grantor: Blanca I. Aguilar

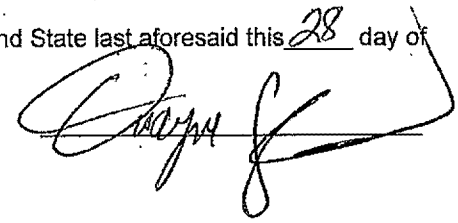
  
\_\_\_\_\_  
WITNESS: Gloria M. Arcila

  
\_\_\_\_\_  
WITNESS: Margarita Lijeron

STATE OF FLORIDA)  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Blanca I. Aguilar who has produced FLORIDA driver license as identification and who has executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of September, 2017.

  
\_\_\_\_\_  
WITNESS: Dwayne Shaw

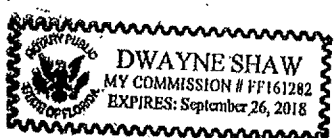
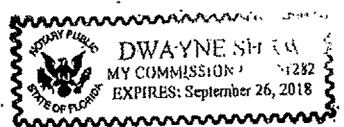


EXHIBIT "E"

Folio Number: 4941 28 GG 0350

Quit-Claim Deed

THIS QUIT-CLAIM DEED, Executed this 4th of October 2017 Between **Gloria M. Arcila and Blanca I. Aguilar, Grantors** AND **Blanca I. Aguilar** Grantee. Both of them with mailing address, **8600 Sunrise Lakes Blvd #311, Sunrise FL 33322.**

WITNESSETH: That the said first party, for and in consideration of the sum of \$10.00 (ten dollars with no cents), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all rights, title interest, claim and demand which the said first party has in and to the following describe lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida to will:

**Condominium Parcel Unit 311 of SUNRISE LAKES CONDOMINIUM APTS. BUILDING NO. 47, a CONDOMINIUM according to the Declaration of Condominium thereof, as recorded in Official Records Book 35006, Page 848 of the Public Records of Broward County, Florida.**

a/k/a: 8600 Sunrise Lakes Blvd #311, Sunrise FL 33322.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first parties, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

IN WITNESS WHEREOF, the said first party have signed and sealed these present the day and year first above written. Signed, sealed and delivered in presence of:

Gloria Arcila  
Grantor: Gloria M. Arcila

Blanca  
Grantor: Blanca I. Aguilar

Margarita Lijeron  
WITNESS: Margarita Lijeron

Marta Morales  
WITNESS: Marta Morales

STATE OF FLORIDA)  
COUNTY OF BROWARD)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on this 4th day of October, 2017 by Gloria M. Arcila and Blanca I. Aguilar who is/are personally known to me or have produced Florida Driver Licenses as identification.

Mercedes Janniere  
Notary Public



MERCEDES JANNIERE  
MY COMMISSION # FF 183768  
EXPIRES: December 16, 2018  
Broward thru Budget Notary Services

EXHIBIT "F"



This instrument prepared by and should be returned to:  
PriorityONE Credit Union of Florida  
3000 N University Dr. Sunrise, FL 33322-1611

M.I.S. FILE NO  
1588275



3000 N University Dr. Sunrise, FL 33322-1611



Mortgage - Home Equity Line of Credit

THIS MORTGAGE is given on 10/4/2017, 20 17 by BLANCA I AGUILAR A single woman

(hereinafter referred to individually or collectively, as the context may require, as "Mortgagor") to PriorityONE Credit Union of Florida, its successors and assigns, whose address is 3000 N University Dr. Sunrise, FL 33322-1611 ("Mortgagee"). Mortgagor does hereby mortgage, grant, convey and warrant to Mortgagee the following described property located in the County of Broward State of Florida:

**THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF BROWARD AND THE STATE OF FLORIDA IN INSTRUMENT 11382238 AND DESCRIBED AS FOLLOWS:**

**THE FOLLOWING DESCRIBED LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF BROWARD, STATE OF FLORIDA, TO WILL:**

which has the street address of 8600 SUNRISE LAKES BLVD # PORT LAUDERDALE FL 33322

P.I.N. \_\_\_\_\_; together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property, (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appurtenances, or riparian rights now or hereafter belonging or in any way appertaining to the property, and (iv) all of Mortgagor's right, title and interest in and to any streets, rights-of-way, alleys or strips of land now or hereafter adjoining thereto, including any replacements and additions to any of the foregoing. All of the foregoing is collectively referred to in this Mortgage as the "Property."

This Mortgage is given to secure the payment of all indebtedness, including principal, interest, Advances (as hereinafter defined), all other amounts, finance charges, payments and premiums due and the performance of all obligations that Mortgagor now or hereafter owes Mortgagee under this Mortgage and under that certain agreement governing Mortgagor's Open-end Home Equity Credit Plan entered into between Mortgagor and Mortgagee of even date herewith ("Agreement"), including all extensions, renewals and modifications thereof (all of such obligations being hereinafter referred to as the "Debt"). The Agreement has a credit limit of \$35,000.00

unless the limit is increased and a notice of such increase is recorded in the Recorder's Office in the county where this Mortgage has been recorded. The maturity date of this Mortgage is 10/8/2032 which is the date by which, the Debt under the Agreement and this Mortgage is due.

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advances made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for recording in the Recorder's Office in the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which Mortgagee may make under this Mortgage, the Agreement or any other document with respect thereof) at any one time outstanding shall not exceed the credit limit set forth above, plus interest and late charges accruing thereon and any Advances or disbursements which Mortgagee may make pursuant to the terms of this Mortgage, the Agreement or any other document with respect hereto, including but not limited to payment for taxes, special assessments or insurance on the Property and the interest on such disbursements. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. The unpaid balance of the revolving credit loan may at certain times be zero. A zero balance does not terminate the revolving credit loan or Mortgagee's obligation to advance funds to Mortgagor. Therefore, the lien of this Mortgage will remain in full force and effect notwithstanding any zero balance.

**A. REPRESENTATIONS**

Mortgagor hereby represents to Mortgagee as follows:

1. **Validity of Security Documents.** (a) The execution, delivery and performance by Mortgagor of the Agreement, this Mortgage and all other documents and instruments now or hereafter, furnished to Mortgagee to evidence or secure payment of the Debt (the "Security Documents"), and the borrowing evidenced by the Agreement, will not violate any provision of law, any order of any court or other agency of government, or any mortgage, indenture, trust agreement or other instrument to which Mortgagor is a party or by which Mortgagor or any of

## MORTGAGE (continued)

Mortgagor's property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such mortgage, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Mortgagor's property or assets, except as contemplated by the provisions of the Security Documents; and

(b) The Security Documents, as and when executed and delivered by Mortgagor, constitute the legal, valid and binding obligations of Mortgagor in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

2. **Other Information.** All other information, reports, papers and data given to Mortgagee, or to Mortgagee's legal counsel, with respect to Mortgagor, the Property, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

3. **Title.** Mortgagor has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Mortgage. Mortgagor will preserve its title to the Property and will forever covenant and defend the same to Mortgagee and will forever covenant and defend the validity and priority of the lien of this Mortgage.

4. **Litigation.** There is not now pending or threatened against or affecting the Property, nor, to the knowledge of Mortgagor, is there contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would impair or adversely affect the value or operation of the Property.

5. **Environmental Indemnity.** Mortgagor shall indemnify and hold Mortgagee harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Mortgagee on account of (i) the location on the Property of any chemicals, material, substance, or contaminant (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Mortgagor or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

### B. ADDITIONAL COVENANTS

Until the entire Debt shall have been paid in full, Mortgagor covenants and agrees as follows:

6. **Payment of Indebtedness.** Mortgagor shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Mortgage, and the Security Documents.

7. **Payment of Taxes and Assessments.** Mortgagor shall duly pay and discharge, or cause to be paid and discharged all real estate and personal property taxes and other taxes and assessments, public or private; water and sewer rates and charges; all other governmental or nongovernmental charges applicable to the Property; any interest or costs or penalties with respect to any of the foregoing; and charges for any easement or agreement maintained for the benefit of the Property, general and special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever which may at any time prior to or after the execution of this Mortgage, be assessed, levied, or imposed upon the Property or the rent or income received therefrom, or any use or occupancy thereof. All of the foregoing are hereinafter collectively referred to as "Taxes and Assessments." Mortgagor shall provide Mortgagee with satisfactory proof of payment of any Taxes and Assessments within ten (10) days of the date any such Taxes or Assessments are due. In the event Mortgagor fails to timely pay any such Taxes or Assessments, Mortgagee may, but shall not be obligated to, make such payments and any amounts so paid by Mortgagee shall be treated as "Advances" in accordance with Paragraph 16 hereof.

8. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards customarily included within the term "extended coverage" or "multiple peril" including, but not limited to, windstorm, floods, and such other hazards as Mortgagee may require. If the Property is located in an area designed by the Director of the Federal Emergency Agency as a special flood hazard area, Mortgagor agrees to obtain Federal Flood Insurance to the extent such insurance is required for the term of the loan and for the full indebtedness of the loan. Mortgagor may not waive windstorm coverage without the express advanced written consent of Mortgagee. If Mortgagor has previously waived windstorm coverage under an existing property insurance policy, Mortgagor must promptly reinstate such windstorm coverage. If Mortgagor's property is eligible for wind-only coverage from the Florida Citizens Property Insurance Corporation or similar entity, Mortgagor shall so obtain such coverage. Mortgagor shall provide Mortgagee proof of windstorm coverage and other required property insurance coverage within 30 days of this Mortgage. Insurance policies shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance carriers providing the insurance shall be chosen by Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld. If Mortgagor fails to provide such proof of coverage or fails to obtain or maintain such insurance, Mortgagee may purchase such insurance for its own protection and shall add the cost to the Mortgagor's loan, which amounts shall be secured by this Mortgage. Coverage that Mortgagee obtains is for the benefit of Mortgagee only and may be significantly more expensive than coverage that Mortgagor might obtain.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgage clause. Mortgagee shall have the right to hold the policies and renewals. If Mortgagee requires, Mortgagor shall name Mortgagee as "loss-payee" and shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened or impaired. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened or impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall

**MORTGAGE (continued)**

extend or postpone the due date of the monthly payments referred to in Paragraph 6 or change the amount of the payments. If under Paragraph 21 the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

9. **Repair.** Mortgagor shall keep the Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof. Mortgagor agrees not to permit or allow any waste of the Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof. Mortgagor agrees not to alter or remove any structure or fixture in the Property without Mortgagee's prior written consent. Mortgagor shall prevent any act or thing which might adversely effect or impair the value or usefulness of the Property.

10. **Restoration Following Uninsured Casualty.** In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Property, Mortgagor shall give notice thereof to Mortgagee and Mortgagor shall promptly at Mortgagor's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

11. **Compliance with Laws.** Mortgagor shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Property.

12. **Performance of Other Agreements.** Mortgagor shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Property is part of a condominium, cooperative, phased development or other homeowners association.

13. **Inspection.** Mortgagor shall permit Mortgagee, and parties designated by Mortgagee, at all reasonable times, to inspect the Property.

14. **Hold Harmless.** Mortgagor shall, at Mortgagor's sole cost and expense, save, indemnify and hold the Mortgagee, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Mortgagor, except as may be the direct result of Mortgagee's negligence. Mortgagor shall pay all expenses incurred by the Mortgagee in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Mortgagee.

15. **Expenses.** Mortgagor shall pay or reimburse Mortgagee for all reasonable costs and expenses paid or incurred by Mortgagee in any action, proceeding or dispute of any kind in which Mortgagee is made a party or appears as party plaintiff or defendant, involving any of the Security Documents, Mortgagor, or the Property, including, without limitation, to the foreclosure or other enforcement of this Mortgage, any condemnation involving the Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Mortgagor shall be treated as Advances in accordance with Paragraph 16 thereof.

16. **Advances.** In the event Mortgagor fails to perform any act required of Mortgagor by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Mortgagee may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Mortgagee shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Mortgagee, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Mortgage and the Agreement, shall be immediately due and payable and shall be added to the Debt. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Mortgage as though originally a part of the principal amount of the Debt.

17. **Use Violations.** Mortgagor shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

18. **Taxes; Liens.** Mortgagor shall not, without the prior written consent of Mortgagee, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens"). In the event Mortgagor fails to promptly discharge any such Liens, Mortgagee may, but shall not be obligated to, do so and any amounts paid or incurred by Mortgagee (including reasonable attorney's fees in connection therewith), shall be treated as Advances in accordance with Paragraph 16 hereof.

19. **Transfer of the Property.** Mortgagor shall not sell, convey, transfer or assign the Property or any beneficial interest therein or any part thereof, whether by operation of law or otherwise, without the prior written consent of Mortgagee. In the event of such a sale, conveyance, transfer or assignment, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by applicable law as of the date of this Mortgage.

If Mortgagee exercises mortgagee's option to require immediate payment in full, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor

**MORTGAGE (continued)**

fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

20. **Events of Default.** The term Event of Default, as used in the Security Documents, shall mean the occurrence or happening, from time to time, of any one or more of the following: (a) Mortgagor fails to make any payment required by this Mortgage or the Agreement when it is due; (b) Mortgagor has engaged in or engages in fraud or material misrepresentation, either by act or omission, in connection with this Mortgage or the Agreement at any time during the application process or during the term of this Mortgage or the Agreement; or (c) Mortgagor acts or fails to act in a way that adversely affects the security under this Mortgage, including, without limitation, the following: (i) Mortgagor transfers title to the Property or sells the Property without the consent of Mortgagee; (ii) Mortgagor fails to maintain the insurance required to be carried by Mortgagor according to the terms of this Mortgage; (iii) Mortgagor fails to pay any Taxes on the Property; (iv) Mortgagor permits the filing of a lien against the Property senior to that held by Mortgagee; (v) the death of Mortgagor (in the event of more than one Mortgagor, the death of the last remaining Mortgagor who executed the Agreement); (vi) the Property is taken by condemnation or power of eminent domain; or (vii) the holder of any prior mortgage commences foreclosure of the prior mortgage.

21. **Remedies.** If an Event of Default shall occur and be continuing, Mortgagee may at its option, after providing Mortgagor with at least a 30 day advance notice of and opportunity period to cure the Event of Default, exercise any, some or all of the following remedies:

(a) **Acceleration.** Mortgagee may declare the unpaid portion of the Debt to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the Debt shall become immediately due and payable, anything in the Agreement or in the Security Documents to the contrary notwithstanding; provided further that the unpaid portion of the Debt shall be immediately and automatically due and payable without action of any kind on the part of Mortgagee.

(b) **Enforcement of Mortgage.** Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may:

(i) sell any part of the Property and all estate, right, title and interest, claim and demand therein, and right or redemption thereof, to the extent permitted by and pursuant to the procedures provided by law, at one or more sales, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law, and deliver to such purchasers good and sufficient deeds of conveyances, and obtain a deficiency judgment if the proceeds of a foreclosure sale are not sufficient to satisfy the Debt;

(ii) institute proceedings for the complete foreclosure of this Mortgage;

(iii) take steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Agreement or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect;

(iv) Mortgagee may, to the extent permitted by law, collect any rents, profits, or other amounts due Mortgagor from any lease, land contract, or other agreement by which Mortgagor is leasing or selling any interest in the Property, and exercise Mortgagor's rights and remedies under such agreements. Mortgagee will have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment Mortgagee receives or to present or file any claim or take any other action to collect or enforce the payment of any amounts Mortgagee is entitled to under this Mortgage;

(v) Mortgagee may pay on Mortgagor's behalf all or any part of the debt and obligations then secured by any prior mortgage, whether or not they are then due and payable and whether or not Mortgagor is then in default under the prior mortgage. However, Mortgagee will not be required to do so. Any payment Mortgagee makes shall become part of the Debt, and shall be payable on Mortgagee's demand, together with interest at the same rate as the Debt bears from time to time;

(vi) Mortgagee may obtain or update commitments for title insurance, tax histories, title searches and title insurance concerning the Property. Any amounts that Mortgagee spends in doing so will become part of the Debt;

(vii) Mortgagee may exercise any of Mortgagor's rights and options under any lease, land contract, or other agreement by which Mortgagor is leasing or purchasing any interest in the Property, including any option to purchase the Property or to renew or extend the term of the lease, land contract, or other agreement, or to prepay in whole or in part the lease, land contract or other agreement. Mortgagee will have no obligation to exercise any such right or option; or

(viii) enforce this Mortgage in any other manner permitted under the laws of the State of Florida.

(c) **Receiver or Mortgagee-In-Possession.** At any time after the commencement of an action to foreclose this Mortgage, the court in which such action was commenced may, upon request of Mortgagee, appoint a receiver of the Property either before or after a foreclosure sale, without notice or the requirement of bond (any and all such notice and bond being hereby expressly waived) and without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Property and Mortgagee may be appointed as such receiver or as mortgagee-in-possession. Such receiver or the mortgagee-in-possession shall have power to collect the receipts, rents, issues and profits of the Property during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such receiver or mortgagee-in-possession, would be entitled to collect such receipts, rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said period. Such receiver or mortgagee-in-possession shall have all of the rights and powers permitted under the laws of the State of Florida. The court from time to time may authorize the receiver or mortgagee-in-possession to apply the net income in its hands in payment in whole or in part of: (a) the Debt or any order or judgment foreclosing the lien of this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien and security interest hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a foreclosure sale and deficiency. The reasonable expenses, including receiver's fee, counsel's fees, costs and agent's commission incurred pursuant to the powers herein contained shall be secured hereby.

(d) **Remedies Cumulative and Concurrent.** The rights and remedies of Mortgagee as provided in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against

**MORTGAGE (continued)**

mortgagor or the Property, or any one of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefore shall arise, all to the maximum extent permitted by applicable laws, rules and regulations. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Agreement, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Agreement. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Nothing in the Agreement or this Mortgage shall affect Mortgagor's obligations to pay the Debt and perform its obligations in accordance with the terms thereof.

(c) **No Conditions Precedent to Exercise of Remedies.** Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the Debt shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of this Mortgage or the Agreement, or by reason of the release, regardless of consideration, of all or any part of the security held for Debt, or by reason of any agreement or stipulation between any subsequent owner of the Property and Mortgagee extending the time of payment or modifying the terms of this Mortgage or the Agreement without first having obtained the consent of Mortgagor or such other person; and in the latter event Mortgagor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

(f) **Discontinuance of Proceedings.** In case Mortgagee shall have proceeded to enforce any right under any of the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

22. **Condemnation.** In the event of the taking by eminent domain proceedings or the like of any part or all of the Property by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Mortgagee for application on the Debt, provided that no such application shall result in additional interest or have the effect of curing any Event of Default or extending the time for making any payment due hereunder or under the Agreement.

23. **Prior Mortgage.** If this Mortgage is subject to a prior mortgage, the lien of which is superior to the lien of this Mortgage, Mortgagor agrees to pay each installment of the debt secured by the prior mortgage when it is due, whether by acceleration or otherwise. Mortgagor also agrees to pay and perform all other obligations of the mortgagor under the prior mortgage. Mortgagor agrees to provide Mortgagee with proof of payment or performance under the prior mortgage whenever Mortgagee requests it. If Mortgagor fails to pay any installment of principal or interest when it is due or if Mortgagor fails to pay or perform any other obligation under the prior mortgage; Mortgagee has the right, but not the obligation, to pay the installment or to pay or perform such other obligation on Mortgagor's behalf. Any amounts Mortgagee spends in performing Mortgagor's obligations will become part of the Debt, payable by Mortgagor on Mortgagee's demand, and will bear interest at the same rate as the Debt bears from time to time. Mortgagee may rely upon any written notice of default under the prior mortgage that Mortgagee receives from the holder of the prior mortgage even though Mortgagor questions or denies the existence, extent, or nature of the default. Mortgagor shall not renew, extend or modify the prior mortgage, and shall not increase the debt secured by the prior mortgage, without Mortgagee's prior written consent.

24. **Survival of Warranties and Covenants.** The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Agreement, and shall continue in full force and effect until the Debt shall have been paid in full.

25. **Further Assurances.** Mortgagor shall, upon the reasonable request of Mortgagee, execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

26. **Recording and Filing.** Mortgagor shall cooperate with Mortgagee to cause those Security Documents and all supplements thereto, for which constructive notice must be given to protect Mortgagee (and all supplements thereto) to be at all times recorded and filed, and re-recorded and re-filed, in such manner and in such places as Mortgagee shall reasonably request, and Mortgagor shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State of Florida.

27. **Loan Expenses.** Mortgagor shall pay all applicable costs, expenses and fees set forth in the Agreement.

28. **No Representation by Mortgagee.** By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Mortgagee, pursuant to this Mortgage, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal), Mortgagee shall not be deemed to have arranged or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagee.

29. **Incorporation of Agreement.** Each and every term, covenant and provision contained in the Agreement is, by this reference, incorporated into this Mortgage as if fully set forth herein.

30. **Waiver of Homestead.** Mortgagor grants this Mortgage to Mortgagee free from all rights and benefits under and by virtue of the homestead exemption laws of the State of Florida, which said rights and benefits Mortgagor does hereby expressly release and waive.

31. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice provided for in this Mortgage shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed as follows or at such other address as may be designated by notice as provided herein:

If to the Mortgagor:

BLANCA I AGUILAR  
9021 SUNRISE LAKES BLVD  
SUNRISE, FL 33322-6045

If to the Mortgagee:

PriorityONE Credit Union of Florida  
3000 N University Dr.  
Sunrise, FL 33322-1611

**MORTGAGE (continued)**

32. **Covenants Running With the Land.** All covenants contained in this Mortgage shall run with the Land.
33. **Successors and Assigns.** All of the terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.
34. **Multiple Mortgagors.** Mortgagor's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey the Property; (b) is not personally obligated to pay the Debt; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent.
35. **Severability.** In case any one or more of the obligations or the provisions of this Mortgage or of the Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining obligations or provisions of this Mortgage shall be in no way affected, prejudiced or disturbed thereby.
36. **Modification.** This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.
37. **Applicable Law.** This Mortgage shall be governed by and construed according to the laws of the State of Florida.
38. **Strict Performance.** Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of them.
39. **Headings.** The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such paragraphs, sections and subsections.
40. **Riders.** If one or more riders are attached to and made a part of this Mortgage, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage.


MORTGAGOR'S SIGNATURE X <i>[Signature]</i>	CO-MORTGAGOR'S SIGNATURE X
MORTGAGOR'S NAME (PRINT) BLANCA LAGUILAR	MORTGAGOR'S NAME (PRINT)
STREET ADDRESS 9021 SUNRISE LAKES BLV	STREET ADDRESS
CITY, STATE, ZIP SUNRISE, FL 33322-6045	CITY, STATE, ZIP

WITNESS X <i>[Signature]</i>	WITNESS X
WITNESS NAME (PRINT) Georgina [Signature]	WITNESS NAME (PRINT)

Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument the day and year first above written.

X \_\_\_\_\_ X \_\_\_\_\_

STATE OF FLORIDA COUNTY OF <u>Broward</u>	SS:
I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT <u>BLANCA LAGUILAR</u> personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that <u>[Signature]</u> he signed and delivered said instrument as <u>[Signature]</u> own free and voluntary act for the uses and purposes therein set forth.	
GIVEN under my hand and Notarial Seal this <u>4</u> day of <u>October</u> A.D., 20 <u>17</u>	
	<i>[Signature]</i> Notary Public My Commission Expires: <u>Jan 3, 2020</u>