

AGREEMENT OF SETTLEMENT

This Agreement of Settlement made and entered into by the parties on the dates indicated below by and between GREENWICH ASSOCIATION, INC . its successors and/or assigns, whose mailing address is 1470 N.E. 123<sup>rd</sup> Street, North Miami, Florida 33161 (herein "Condominium Association") and GREENWICH APARTMENTS, INC , its successors and/or assigns, whose mailing address is 1550 NE 125 Street, North Miami, Florida 33161 (herein "Apartments").

WITNESSETH.

WHEREAS, Apartments, is the owner of the properties described on Exhibits A, B, C, D, E, F, G, H and I attached hereto and made a part hereof, and,

WHEREAS, Condominium Association is the entity responsible for the maintenance and operation of the common elements of Greenwich Condominium located at the property described on Exhibit "J" attached hereto and made a part hereof (the "Condominium Property") on which is located a two level parking structure (the "Parking Deck"); and,

WHEREAS, heretofore the parties and/or their predecessors in interest have entered into various agreements to wit: (i) An Agreement dated November 1, 1983, by and between Sun Bank of Miami, a Florida corporation, as Trustee, under Land Trust, dated November 20, 1979, bearing Trust No DO-569, Greenwich Ltd., a Florida Limited

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Partnership and Greenwich Association, Inc., (ii) An Agreement dated November 11, 1985 by and between Sun Bank of Miami, a Florida corporation, as Trustee under Land Trust dated November 20, 1979 bearing Trust No DO-659, Greenwich Ltd, a Florida Limited Partnership, Martin Z. Margolis, Greenwich Association, Inc., and Greenwich III, Inc., which agreement was amended on the 28<sup>th</sup> day of February, 1986, (iii) An Agreement relating to the use of Recreational Facilities was entered into on October 24, 1984, which Agreement was recorded in O R. Book 14388, Page 781, of the Public Records of Dade County, Florida; and, (iv) An Agreement entered into on January 1, 1991 by and between Greenwich Village Associates, Ltd., Linda Investments, Inc., et al. (the "Prior Agreements") The Prior Agreements address various matters including matters relating to the Recreation Areas, a parking deck structure located within the Condominium Property and the means of ingress egress and security within the properties owned by Apartments and the Condominium Association and its members

WHEREAS, Apartments holds title to the recreational facilities located on the property described in Exhibit(s) "G and H" attached hereto (the "Recreation Areas"), and,

WHEREAS, the Condominium Association instituted a lawsuit in the Circuit Court of Dade County, Florida, Case No 99-27727 CA 22 (the "Pending Litigation") and by this Agreement, the parties intend to resolve all issues and disputes which are or could have been the subject matter of said litigation, and,

OFF REC 19611 PG. 1305

WHEREAS, the parties hereto further desire to enter into this Agreement so that the owners, tenants, guests and invitees of the parties hereto and their successors and/or assigns shall mutually have the continued and on-going non-exclusive use of the recreational facilities located upon the property described in Exhibits "E" and "I" to assure to each other rights of access and to define their responsibilities and obligations with respects to the operation needs and costs associated with all of the above and the parking deck structure, subject only to the terms, covenants and conditions herein set forth

NOW THEREFORE, in consideration of the agreements, promises and understandings herein contained, and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby conclusively deemed acknowledged by each of the parties hereto, the parties hereto do hereby agree as follows

1. Recitations That the above recitation are true and correct and are incorporated herein as if set forth in detail

2 Termination of Prior Agreements The parties intend that this Agreement shall be the final statement of the agreements between them as to the matters recited herein and the Prior Agreements are hereby terminated with the parties being relieved of all rights and obligations thereunder.

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3. Recreation Areas: With respect to the Recreation Areas each party does hereby grant in perpetuity, subject to the provisions hereof unto each of the other parties hereto and to their lessees, servants, agents, employees, guests, licensees, tenants, and invitees (hereinafter all of the foregoing shall be referred to as the "Users") the right to enter upon the Recreation Areas for the purpose of using and enjoying such Recreation Areas, subject at all times to the reasonable rules and regulations, attached hereto as Exhibit "K", as the same maybe amended from time to time by the mutual consent of the parties hereto.

Such right of use shall be on a non-exclusive basis. Notwithstanding anything to the contrary herein, this agreement specifically excludes any interior recreational facilities located within ~~either~~ the Condominium Parcel or the property owned by Apartments other than the Recreation Areas.

4. Operation of the Recreation Areas: The management of the Recreation Areas shall be administered by the Apartments. In connection with the operation of the Recreation Areas, it is the intent of the parties that they be kept maintained, repaired and replaced as currently existing and available and that they be no diminution from the current size or the nature of the amenities available without the written approval of both parties. Further, any expansion of the Recreation Areas by way of additions and improvements other than those required for maintenance, repairs and replacements shall also require the written approval of both parties.

5. Access Apartments is the owner of certain real property described on Exhibit "B" attached hereto upon which property there has been constructed a roadway (such roadway to be hereinafter referred to as the "Roadway"). With respect to the Roadway, there exists a non-exclusive ingress/egress easement as reflected by instrument recorded in Official Records Book 11115 at Page 31-34 of the Public Records of Dade County, Florida (such instrument to be hereinafter referred to as the "Roadway Agreement") A Guard House has been constructed, at the sole cost of Apartments, on the Roadway It is agreed to by the parties that a security guard, guards or a security company will be hired or caused to be hired to operate said guardhouse, and it is agreed that the costs of such security guard or guards, the costs of maintaining the guardhouse including repairs and replacements, the cost of maintaining a security system for access, such as a card-read system, the cost of maintaining the roadway including repairs, replacements, landscaping, lighting and all other expenses appurtenant thereto shall be paid by the parties as follows: 64% by Apartments and 36% by Condominium Association in the manner set forth above The administration of the Roadway and all attendant operational matters and matters of repair, replacement and maintenance shall be done by Apartments. It is further acknowledged that the Condominium Association has erected a barrier closing off the Northwest entrance and exit to its property, and that Apartments have erected a barrier closing off the Western entry and exit ways to and from the roadway Such barriers shall in the future remain intact.

6 Parking Deck. Apartments and Condominium Association shall be equally responsible (50% -50%) for all expenses incurred in maintaining the structural integrity of the parking deck. The administration of the structural integrity issues for the Garage shall be done by the Condominium Association. In addition, Condominium Association will have the exclusive use of the lower portion of the Parking Deck. Apartments will have the exclusive use of the upper portion of the Parking Deck. The Condominium Association shall have the responsibility for all other maintenance, repair or replacement expenses with respect to the Lower Portion of the Decks and Apartments shall have the responsibility for all other maintenance, repair and replace expenses with respect to the upper portion of the parking deck including the ramp which provides access thereto.

Annually on or before December 31<sup>st</sup> of each year, Condominium Association shall notify Apartments of the costs for maintaining the structural integrity of the Garage, including reserves therefore, for the ensuing year. In establishing such costs, Condominium Association shall act in a prudent, reasonable and business-like manner. The payments therefore shall be required in accordance with a reasonable and prudent method of payment established by Condominium Association, with such payments to be made by Apartments not less frequently than monthly due and payable no later than the 10<sup>th</sup> day of each and every month. In addition, should Condominium Association determine that the projected costs will be insufficient or should it become aware of a needed expenditure regarding the structural integrity of the Garage, upon written notice to Apartments, Apartments shall fund its share within twenty (20) days of said written notice.

Any payment which is due shall be in default if not paid within twenty (20) days after written notice of any such non-payment. When in default, the delinquent payment shall bear interest at the highest rate allowable by law until the same has been paid in full and shall bear a late charge equal to 5% of the amount of such payment. In addition to liability for said payments, interest and late charges on delinquent payments, the delinquent party shall be liable for all costs of collecting the payment, including a reasonable attorney's fee. If the non-delinquent party seeks to enforce collection of the debt by filing suit in Circuit or County Court, the delinquent party shall likewise be responsible for all payments due, interest, if any, costs and reasonable attorney's fees.

7 Financial Contributions.

A. Annually on or before December 31<sup>st</sup> of each year Apartments shall prepare and submit to Condominium Association a budget indicating the cost to operate, manage, and repair, and where applicable furnish the Recreation Areas and Roadway, as herein defined, including such reserves for repairs or replacements as determined by Apartments for the ensuing year. In establishing such Budget, Apartments shall act in a prudent, reasonable and business-like manner and establish a Budget to maintain the standard of maintenance with a view towards maintaining the Recreation Areas in a first-class fashion. The costs incurred shall be paid 64% by Apartments and 36% by Condominium Association. Such sums shall be paid in accordance with a reasonable and prudent method of payment established by the Apartments, with such payments to be

made by Condominium Association not less frequently than monthly due and payable no later than the 10th day of each and every month.

In addition, should Apartments determine that the budgeted amounts will be insufficient, or should Apartments become aware of an unanticipated expenditure which is required for any or all of the Recreation Areas, Roadway or Parking Deck (the "Shortfall") upon written notice to Condominium Association, Condominium Association shall fund its share of said Shortfall within twenty (20) days of said written notice.

B Any payment which is due shall be in default if not paid within twenty (20) days after written notice of any such non-payment. When in default, the delinquent payment shall bear interest at the highest rate allowable by law until the same has been paid in full and shall bear a late charge equal to 5% of the amount of such payment. In addition to liability for said payments, interest and late charges on delinquent payments, the delinquent party shall be liable for all costs of collecting the payment, including a reasonable attorney's fee. If the non-delinquent party seeks to enforce collection of the debt by filing suit in Circuit or County Court, the delinquent party shall likewise be responsible for all payments due, interest, if any, costs and reasonable attorney's fees.

C In derogation of the provisions of (A) above, the expenses attributable to the Clubhouse, pond and pool located within the North Recreation Area (Exhibit "H")

OFF REC 19611 PG 1311

shall be allocated and paid 50% by the Apartments and 50% by the Condominium Association

D. A capital improvements fund shall also be established and funded by the parties as part of the annual budget as determined from time to time by the Apartments in the exercise of reasonable discretion and sound business judgment.

8. Insurance: The parties hereto shall at all times during the term hereof, and at each party's respective own cost and expense, maintain in effect adequate bodily injury liability and property damage liability insurance, naming each party hereto as an additional insured in the liability contract with the use, operation or condition of the properties which are the subject of this agreement in an amount not less than Five Million Dollars (\$5,000,000.00) for injury to or death of one person in any one accident or occurrence, and in an amount not less than Five Million Dollars (\$5,000,000.00) for injury to or death of more than one person in any one accident or occurrence, and against liability for damage to property in an amount equal to the replacement value of the property being insured. Condominium Association shall be responsible for obtaining and bearing the cost and expenses for the required insurance coverage on the Parking Deck. Apartments shall be responsible for obtaining and bearing the cost and expenses for the required insurance coverage on the Recreation. Areas All insurance required to be carried hereunder shall be with companies, on forms, and with loss payable clauses reasonably, satisfactory to the respective parties hereto, and copies of such policies of such insurance or certificates

evidencing such insurance shall be delivered by each part to the other, within five (5) days from the date of demand of a party. No such policy shall be cancellable except after ten (10) days written notice to all parties hereto.

9. Miscellaneous.

A. Waiver The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this agreement shall be deemed to have been waived by a party, unless such waiver be in writing and signed by the party to be waived.

B. Construction This agreement, and any documents or instruments delivered pursuant thereto, shall be construed without regard to the identity of the person who drafted the various provisions hereof. Moreover, each and every provision of this agreement, and such other related documents and instruments, shall be construed as though all parties hereto participated equally in the drafting hereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable. The term "agreement" shall include renewals, extensions or modifications of the agreement. Words of any gender used in this agreement shall be held to include the plural and the plural to include the singular when the sense requires.

C Entire Agreement. This agreement and the Exhibits hereto, if any, set forth all the covenants, promises, agreements, conditions and understandings between the parties concerning the subject matter hereof.

D Captions and Paragraph Numbers. The captions, paragraph numbers, subparagraph numbers appearing in this agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs or subparagraphs of this agreement nor in any way affect this agreement.

E Time of Essence. Time is of the essence with respect to the performance of every provision of this agreement in which time of performance is a factor.

F Terms of Essence. Every term of this agreement shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be of the very substance of this agreement, and the parties hereby consent to the issuance of an injunction by any court or competent jurisdiction restraining any threatened breach or any continuing breach of any of the terms, covenants, or conditions hereof. Said right of injunction shall be cumulative to the other remedies available.

G. No Partnership. This agreement shall not, in any way, or for any purpose, create any partnership, joint venture, or joint enterprise, amongst the parties to this agreement.

14 Florida Law. This agreement shall be governed under the laws of the State of Florida.

I. Notices. All notices, requests, consents, instructions, and communications required or permitted under this Agreement shall be in writing (including telex, telecopy, and telegraphic communication), and shall be (as elected by the person giving such notice) hand-delivered by messenger or nationally recognized overnight courier service, telecommunicated, telecopies, or mailed (air mail if international) by registered or certified mail (postage prepaid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Section.

If to Apartment

With a copy to

c/o Sylvan Adams  
4141 Sherbrook Street West, Suite 400  
Westmount, Quebec  
Canada H3Z1B8

c/o Carlene Tiedmann  
1550 N.E. 123<sup>rd</sup> Street  
North Miami, Florida 33161

With a copy to.

SANFORD N. REINHARD, P.A.  
2875 N.E. 191<sup>st</sup> Street, Suite 404  
Aventura, Florida 33180

If to Condominium Association:

Attn.: Manager's Office

1470 N.E. 123<sup>rd</sup> Street

North Miami, FL 33161

With a copy to:

BECKER & POLIAKOFF, P A.

5201 Blue Lagoon Drive, Suite 100

Miami, Florida 33126

J. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and the remainder of the Agreement shall remain in full force and effect.

K. Attorney's Fees. In connection with any litigation, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

L. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

M. Execution. This Agreement shall not be valid until fully executed by the parties hereto.

N. Recording. The Agreement shall be recorded upon execution in the Public Records of Dade County.

OFF REC 19611 PG. 1316

O. Jury Waiver. APARTMENTS AND CONDOMINIUM ASSOCIATION KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY MATTER DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT, ANY OTHER DOCUMENT EXECUTED IN CONNECTION THEREWITH OR ANY OTHER MATTER ARISING FROM THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE THAT EACH HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER, BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL.

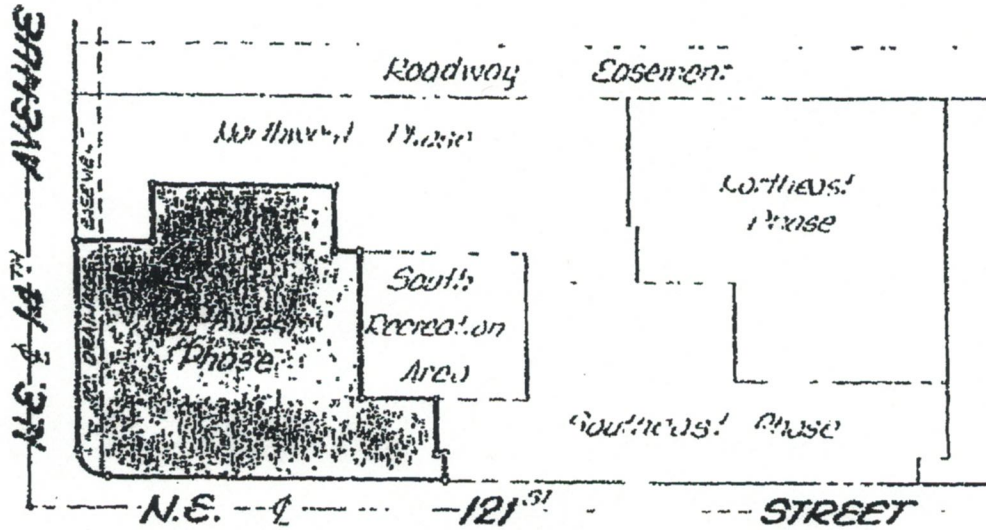
P Pending Litigation. Upon execution of this Agreement, the parties through their counsel shall submit to the Court a joint stipulation for dismissal of the Pending Litigation with prejudice, each party to bear its own costs and fees. The stipulation shall provide for the Court to approve this Agreement in the form of Stipulation attached hereto as Exhibit "L"

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 4  
day of April, 2001



OFF REC 19611 PG. 1318

EXHIBIT "A"



LOCATION MAP

Date	Remarks
12-16-86	UPDATED SURVEY.
17-28-86	Revised
21-5-87	CERTIFIED TO

EXHIBIT "A"

LEGAL DESCRIPTION OF SURVEY TRACT 1.

A portion of Tract "A", "MORRIS PLAZA", according to the plat thereof, as recorded in Plat Book 98 at Page 46 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the intersection of the centerline of South 1st Street and the West line of the Southeast 1/4 of Section 29, Township 5 South, Range 4 East, as shown on the said plat of "MORRIS PLAZA"; thence North 0 degrees 00 minutes 00 seconds East, along the said West line of the Southeast 1/4 of said Section 29, for 724.61 feet, thence South 89 degrees 59 minutes 41.3 seconds East, along a line that is parallel with and 199.50 feet North of, as measured at right angles to, the South line of said Tract "A", for 40.00 feet to the Point of Beginning of the hereinafter described parcel, thence continue South 89 degrees 59 minutes 41.3 seconds East, along the last described course, for 61.54 feet, thence North 0 degrees 00 minutes 18.7 seconds East, at right angles to the last and next described courses, for 49.50 feet, thence South 89 degrees 59 minutes 41.3 seconds East, for 171.00 feet; thence South 0 degrees 00 minutes 18.7 seconds West, at right angles to the last and next described courses, for 4.50 feet; thence South 89 degrees 59 minutes 41.3 seconds East, for 21.50 feet; thence South 0 degrees 00 minutes 18.7 seconds West, at right angles to the last and next described courses, for 1.00 feet; thence South 89 degrees 59 minutes 41.3 seconds East, for 64.60 feet; thence South 0 degrees 00 minutes 18.7 seconds West, at right angles to the last and next described courses, for 47.00 feet; thence South 89 degrees 59 minutes 41.3 seconds East, for 2.50 feet, thence South 0 degrees 00 minutes 18.7 seconds West, at right angles to the last and next described courses, for 1.00 feet; thence North 89 degrees 59 minutes 41.3 seconds West, along the South line of said Tract "A", for 11.00 feet to a Point of Curvature, thence Northwesterly, Southerly and Westerly, by a circular curve to the right, having a radius of 27.00 feet and a central angle of 90 degrees 13 minutes 41.3 seconds, for a distance of 39.41 feet to a Point of Tangency; thence North 0 degrees 20 minutes 00 seconds East, along the westerly line of said Tract "A", for 124.20 feet to the Point of Beginning, 1/4th and being in the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 29, Township 5 South, Range 4 East, City of Miami, Dade County, Florida and containing 158,688 Square Feet more or less) 1.146 Acres more or less.

I HEREBY CERTIFY that this "Sketch in Survey" of the property described herein is true and correct to the best of my knowledge and belief as recently surveyed and drawn under my supervision. This survey complies with the Minimum Technical Standard adopted by the Florida State Board of Land Surveyors pursuant to Chapter 21 BR-6, Florida Administrative Code.

SCHWENK-SCHIFFLIN & ASSOCIATES, INC.

Signed this 27 day of May, 1986.

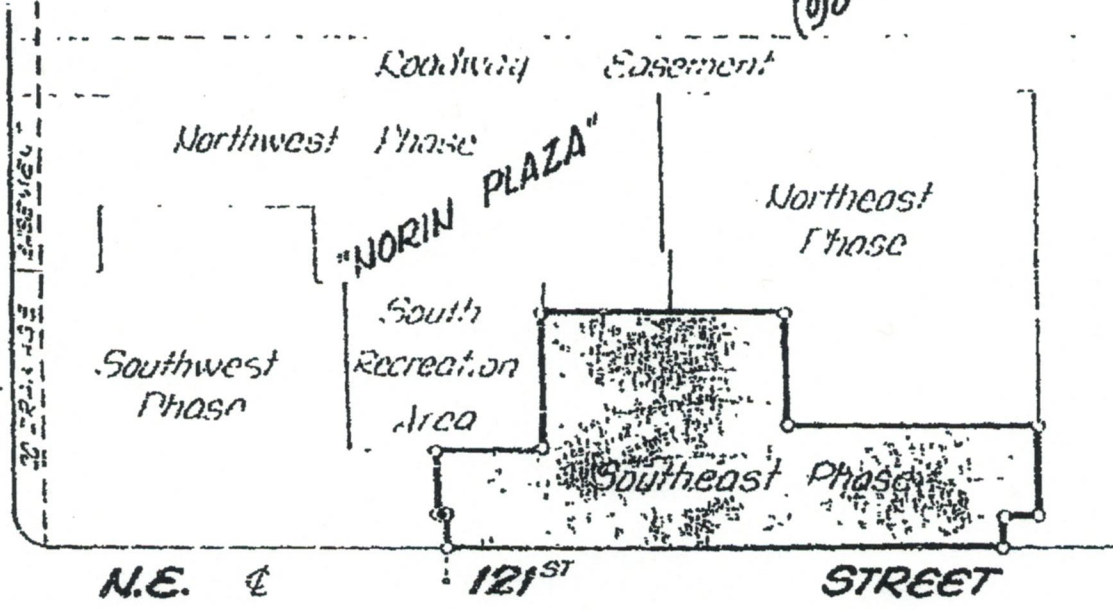
By: Richard P. Schifflin, President  
Professional Land Surveyor #171  
State of Florida

City of North Miami

OFF REC 19611 PG 1320

CONVST "H"

(98-45)



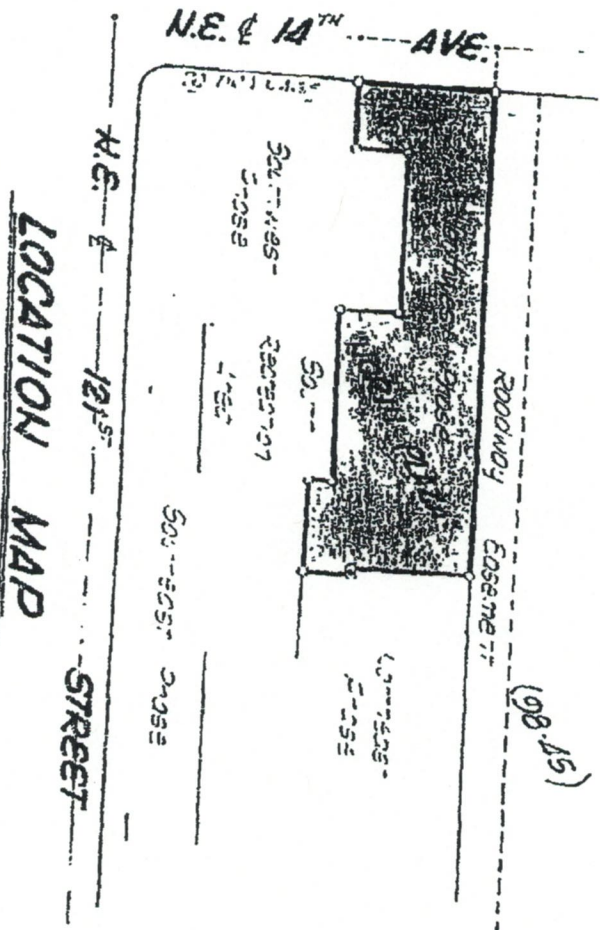
LOCATION MAP

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12 24 86	REVISED "N"
1 5 87	"CERTIFIED"
8 1 87	UPDATE SUR



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REVISION	
Date	Revised
2 1/2" X 3" 40000 500 500 500	











EXHIBIT "K"

## LEGAL DESCRIPTION OF REAL PROPERTY: (Parcel "B")

A portion of Tract "A", "NORTH PLAZA", according to the plat thereof, as recorded in Plat Book 98 at Page 45 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the intersection of the centerline of Northeast 121st Street and the West line of the Southeast 1/4 of Section 29, Township 52 South, Range 42 East, as shown on the said plat of "NORTH PLAZA", thence North 0 degrees 20 minutes 00 seconds East, along the said West line of the Southeast 1/4 of said Section 29, for 350.01 feet; thence South 89 degrees 59 minutes 41.3 seconds East, along a line that is parallel with and 174.00 feet North of, as measured at right angles to, the South line of said Tract "A", for 40.00 feet; thence North 0 degrees 20 minutes 00 seconds East, along the West line of said Tract "A", for 40.00 feet; thence South 89 degrees 59 minutes 41.3 seconds East, along a line that is parallel with and 364.00 feet North of, as measured at right angles to, the South line of said Tract "A", for 108.51 feet to the Point of Beginning of the hereinafter described parcel; thence North 0 degrees 10 minutes 21 seconds East, parallel with the East line of said Tract "A", for 174.00 feet; thence South 89 degrees 59 minutes 41.3 seconds East, parallel with the South line of said Tract "A", for 24.22 feet; thence South 65 degrees 14 minutes 12 seconds East for 68.19 feet, thence South 89 degrees 54 minutes 41.3 seconds East, parallel with the South line of said Tract "A", for 14.73 feet; thence North 24 degrees 05 minutes 40 seconds East for 141.57 feet; thence South 65 degrees 14 minutes 12 seconds East, along the Northerly line of said Tract "A", for 107.76 feet, thence South 0 degrees 10 minutes 21 seconds West, parallel with the East line of said Tract "A", for 54.51 feet; thence North 89 degrees 59 minutes 22 seconds East, parallel with the North line of said Tract "A", for 170.00 feet; thence South 0 degrees 10 minutes 21 seconds West, parallel with the East line of said Tract "A", for 174.59 feet; thence North 89 degrees 54 minutes 41.3 seconds West, parallel with the South line of said Tract "A", for 177.00 feet to the Point of Beginning, all lying and being in the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 52 South, Range 42 East, City of North Miami, Dade County, Florida, and containing 174,938 square feet, more or less 1.708 Acres, more or less.

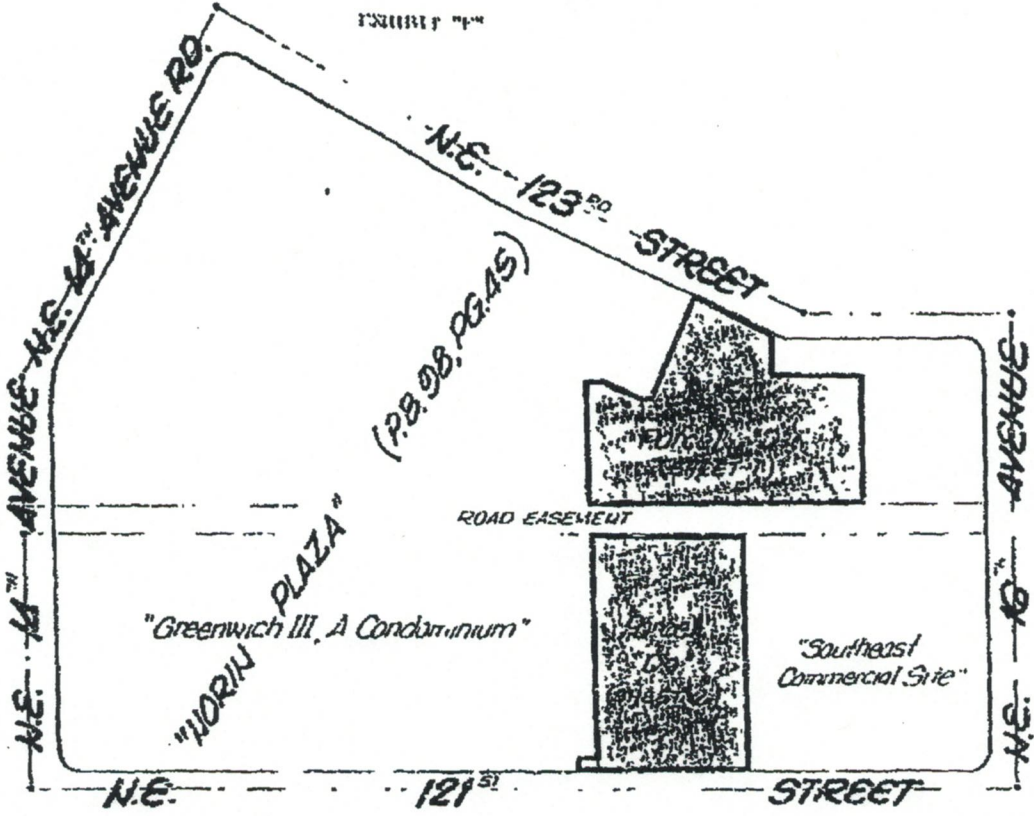
WARRANT "P"

LEGAL DESCRIPTION OF DEDICATED PROPERTY: (Parcel "B")

A portion of Tract "A", "NORTH PLAZA", according to the plat thereof, as recorded in Plat Book 98 at Page 45 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the intersection of the centerline of Northeast 171st Street and the West Line of the Southeast 1/4 of Section 29, Township 52 South, Range 42 East, as shown on the said plat of "NORTH PLAZA"; thence North 0 degrees 20 minutes 00 seconds East, along the said West Line of the Southeast 1/4 of said Section 29, for 350.01 feet; thence South 89 degrees 59 minutes 41.3 seconds East, along a line that is parallel with and 325.00 feet North of, as measured at right angles to, the South Line of said Tract "A", for 767.00 feet to the Point of Beginning of the hereinafter described parcel; thence continue South 89 degrees 59 minutes 41.3 seconds East, along the last described course, for 203.09 feet; thence South 0 degrees 10 minutes 21 seconds West, parallel with the East Line of said Tract "A", for 325.00 feet; thence North 89 degrees 59 minutes 41.3 seconds West, along the South Line of said Tract "A", for 221.14 feet; thence North 0 degrees 00 minutes 18.7 seconds East, at right angles to the last and next described courses, for 23.00 feet; thence South 89 degrees 59 minutes 41.3 seconds East, parallel with the South Line of said Tract "A", for 25.00 feet; thence North 0 degrees 00 minutes 18.7 seconds East, at right angles to the last described course, for 302.00 feet to the Point of Beginning; all lying and being in the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 52 South, Range 42 East, City of North Miami, Dade County, Florida, and containing (66,427 Square Feet, more or less) 1.525 Acres, more or less.

I hereby certify that the attached plat of "NORTH PLAZA" properly describes herein a true and correct plat of the same, as shown on the said plat, and that the same was prepared by me or under my knowledge and belief as correctly shown on the said plat, and that I am a duly licensed and qualified land surveyor, and that the same were made in accordance with the requirements for Accuracy of Land Surveying established and adopted by the Florida Board of Land Surveyors, and that the accuracy requirements of the Florida Board of Land Surveyors, as defined therein



LOCATION MAP NTS

- Certify To
- 1) Chicago Title Insurance
  - 2) Les Placements Jean Bleu, Inc.
  - 3) Sanford Reinhard, Esq
  - 4) Greenwich Village Associates II,

Dade County, FL



OFF REC 19611 PG. 1332

EXHIBIT "C"

PLAT DESCRIPTION OF SURVEYED AREA:

A portion of Tract "A", "MIRIAM PLAZA", according to the plat thereof, as recorded in Plat Book 98 at Page 45 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the intersection of the centerline of Northeast 121st Street and the West line of the Southeast 1/4 of Section 29, Township 42 South, Range 42 East, as shown on the said plat of "MIRIAM PLAZA", thence South 89 degrees 59 minutes 41.3 seconds East, along the said centerline of Northeast 121st Street, for 302.51 feet; thence North 0 degrees 00 minutes 18.7 seconds East, at right angles to the last and next described courses, for 48.00 feet; thence North 89 degrees 59 minutes 41.3 seconds West for 259 feet; thence North 0 degrees 00 minutes 18.7 seconds East, at right angles to the last and next described courses, for 48.00 feet to the Point of Beginning of the hereinafter described parcel; thence North 89 degrees 59 minutes 41.3 seconds West, for 64.60 feet; thence North 0 degrees 00 minutes 18.7 seconds East, at right angles to the last and next described courses, for 122.50 feet; thence South 89 degrees 59 minutes 41.3 seconds East for 138.19 feet; thence South 0 degrees 00 minutes 18.7 seconds West, at right angles to the last and next described courses, for 122.50 feet; thence North 89 degrees 59 minutes 41.3 seconds West, for 13.59 feet to the Point of Beginning, lying and being in the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 42 South, Range 42 East, City of North Miami, Dade County, Florida and containing (14,726 Square Feet more or less) 0.389 Acres more or less.

I HEREBY CERTIFY that this "PLAT OF SURVEY" of the property described herein is true and correct to the best of my knowledge and belief as recently surveyed and drawn under my supervision. This survey complies with the Minimum Technical Standards adopted by the Florida State Board of Land Surveyors pursuant to Chapter 21 III-6, Florida Administrative Code.

WILSON-SHUKLIN & ASSOCIATES, INC.

Signed this 27 day of May, 1986.

By: Richard P. Shuklin, President  
Professional Land Surveyor #915  
State of Florida

NOTE: Authentic copies of this drawing will bear the signature of the attesting Professional Land Surveyor or Professional Engineer.

THIS IS A LAND SURVEY

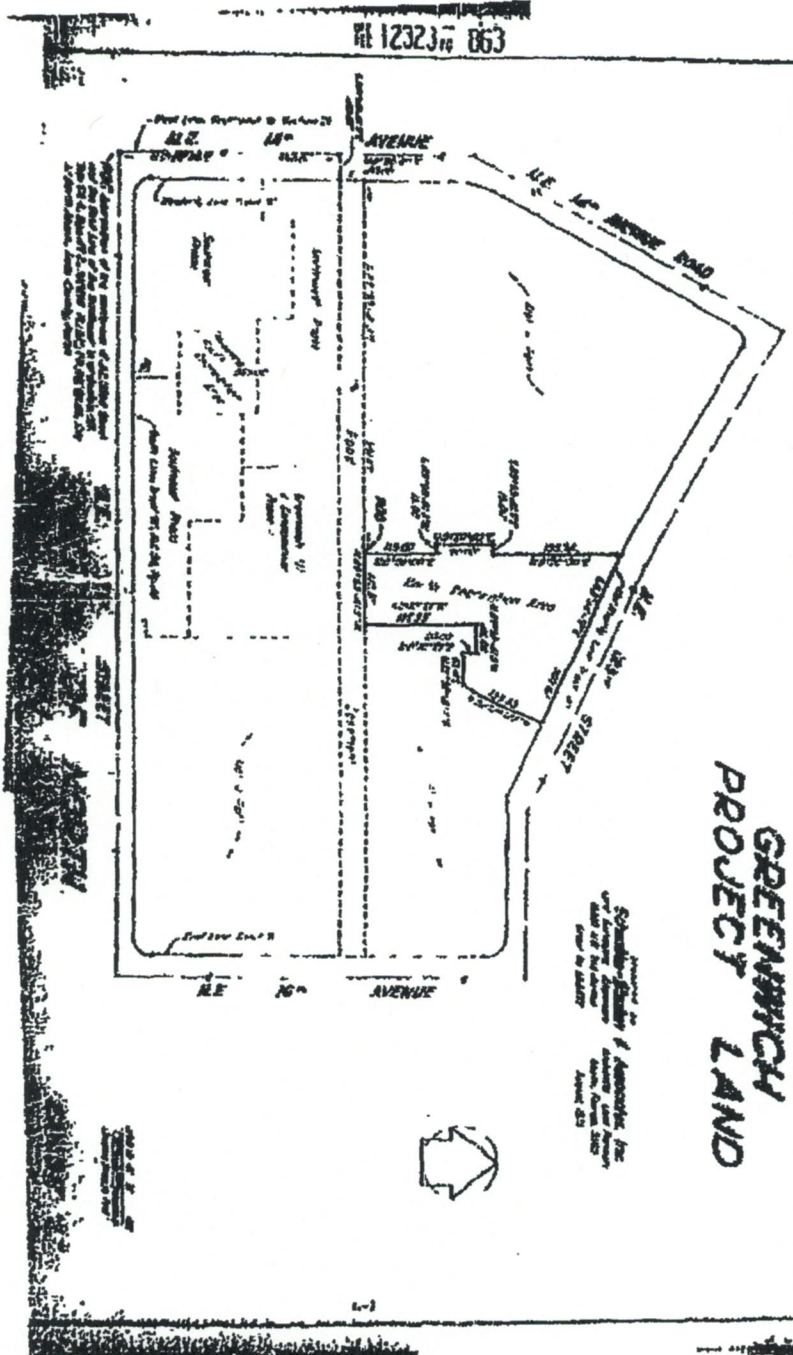
WILSON-SHUKLIN & ASSOCIATES, INC.

Description: Dade, FL Document-Book. Page 19611.1303 Page: 30 of 43  
Order: FL Comment:

OFF REC 19611 PG. 1333

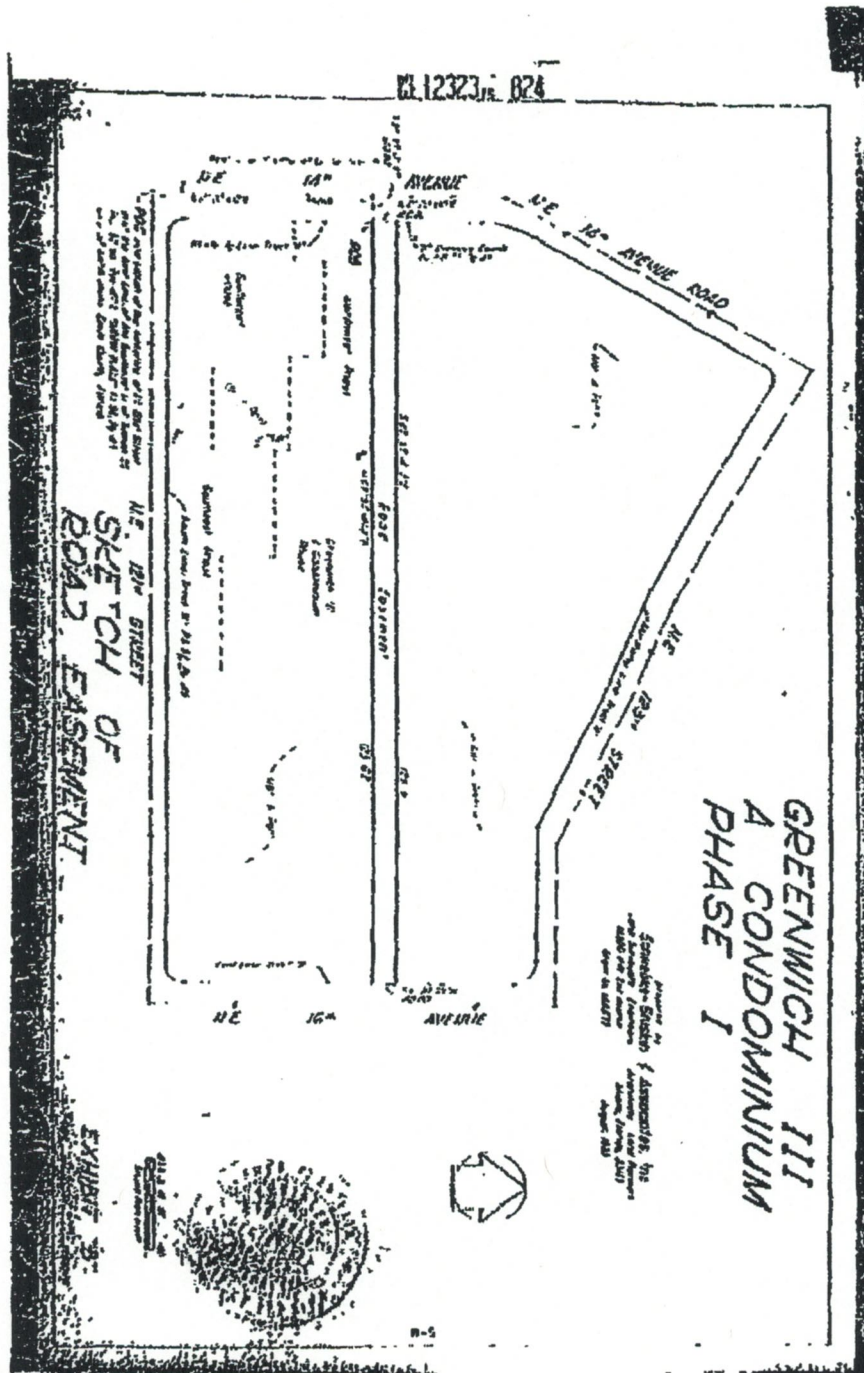
EXHIBIT "D"

RE 12323 PG 863



GREENWICH  
PROJECT LAND





SKETCH OF ROAD EASEMENT

GREENWICH III  
A CONDOMINIUM  
PHASE I



EXHIBIT "A"

14,304 795

151 62 1475

"CERTIFICATE OF MORTGAGE" TRACT 1  
Said Mortgage being submitted in confirmation thereof

A portion of Tract "A", "NORTH PLAZA", according to the plat thereof, as recorded in Plat Book 98, at Page 4, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the intersection of the centerline of Northeast 11th Street and the West Line of the Section 1/4 of Section 8, Township 5, South, Range 2 East, as shown on the said plat of "NORTH PLAZA", thence North 0 degrees 20 minutes 00 seconds East, along the said West Line of the Section 1/4 of said section 8 for 100 feet thence South 89 degrees 59 minutes 41 seconds East along a line that is parallel with and 325 00 feet North of, as is a used at right angles to, the South line of said Tract "A", for 40 00 feet, thence North 0 degrees 00 minutes 00 seconds East, along the West Line of said Tract "A", for 40 00 feet to the Point of Beginning of the hereinafter described parcel thence South 89 degrees 59 minutes 41 seconds East along a line that is parallel with and 325 00 feet North of, as is a used at right angles to, the South line of said Tract "A", for 591 47 feet, thence North 0 degrees 00 minutes 00 seconds East, parallel with the West Line of the Section 1/4 of said section 8, for 115 00 feet, thence North 0 degrees 59 minutes 41 seconds East parallel with the South Line of said Tract "A", for 15 00 feet, thence North 0 degrees 00 minutes 00 seconds East, parallel with the West Line of the Southeast 1/4 of said Section 77, for 90 00 feet thence South 89 degrees 59 minutes 41 seconds East parallel with the South Line of said Tract "A", for 15 00 feet; thence North 0 degrees 00 minutes 00 seconds East parallel with the West Line of the Southeast 1/4 of said section 77 for 17 00 feet thence North 89 degrees 59 minutes 41 seconds East parallel with the South Line of said Tract "A" for 423 43 feet, thence South 89 degrees 59 minutes 41 seconds West for 11 17 feet to a Point of Beginning thence Southwesterly along a circular curve to the left, having a radius of 150 00 feet and a central angle of 89 degrees 07 minutes 45 seconds less an arc distance of 78 547 feet to a Point of Beginning thence South 89 degrees 59 minutes 41 seconds West for 118 97 feet to the Point of Beginning, said last mentioned three courses being coincident with the West Line of said Tract "A" all being and being on the City of Dade County, Dade County, Florida and containing 20 00 Acres, more or less.

Order No. 111069  
Date of Order the 11/1/51

Order No. 111069  
Date of Order the 11/1/51

RECORDED IN PLAT BOOK 98  
PAGE 4 OF 4

Prepared by  
GEORGE W. JOHNSON & ASSOCIATES, INC.  
Land Surveyors - Engineers - Land Planners  
Miami, Florida

RECORDED IN PLAT BOOK 98  
PAGE 4 OF 4

EXHIBIT

OFF REC 19611 PG 1338

NO 126

121

EXHIBIT "K"

GREENWICH PARK

GYM POLICY

- 1) The Workout Room is available between the hours of 7 am and 11 pm
- 2) Only residents of Greenwich Park Apartments <sup>and Condo/condominiums</sup> and their authorized guests may use the Workout and Weight Room facilities.
- 3) Children under the age of 12 are not allowed in the Workout Room. Children between the ages of 12 and 16 need adult supervision in the Workout Room.
- 4) Persons using the Workout Room do so at their own risk. Do not use the Workout Room if you have a medical problem that may be affected by the use of the equipment.
- 5) Shorts and sneakers are mandatory.
- 6) Please use a towel to wipe down equipment after use.
- 7) Please report any broken equipment to the Management Office immediately
- 8) ~~There will be a \$100.00 fine for any equipment that is broken or damaged.~~

THANK YOU



Feb 01 1991 12AM

OFF REC 19611 PG. 1339

NO 4285

**GREENWICH PARK  
JACUZZI POLICY**

- 1) The Jacuzzi is open from 9 am to 10 pm.
- 2) Only residents of GREENWICH PARK Apartments and Condominiums, and their authorized guests may use the Jacuzzi.
- 3) Children under 6 years of age are not allowed in the Jacuzzi. Children between the ages of 6 and 14 must be accompanied by an adult when using the Jacuzzi.
- 4) No Life Guard is provided. Persons using the Jacuzzi do so at their own risk.
- 5) Do not use the Jacuzzi if you have a heart condition or other medical problems that may be affected by the use of the Jacuzzi.
- 6) You must shower before entering the Jacuzzi.
- 7) For health reasons, use of the Jacuzzi is limited to ten (10) minutes at a time.
- 8) No running, shouting, or rough playing allowed in the area.
- 9) No alcoholic beverages, glass, or bottles permitted in the area of the Jacuzzi.
- 10) Use trash receptacles for all litter.
- 11) No shorts, pants, or cut-offs in the Jacuzzi. They lose threads which can clog the filters and pumps.
- 12) No pets in the Jacuzzi area.

THANK YOU



OFF REC 19611 PG. 1340

GREENWICH PARK

POOL POLICY

- 1) The Pools are open from 9 am to 10 pm.
- 2) Only residents of GREENWICH PARK Apartments and Condominiums, and their authorized guests may use the Pool facilities.
- 3) Children under 14 years of age must be accompanied by an adult. For health reasons, children requiring diapers are not allowed in the Pool.
- 4) No Life Guard is provided. Persons using the Pool do so at their own risk.
- 5) You must shower before entering the Pool.
- 6) No diving is allowed.
- 7) No running, shouting, or rough playing is allowed in the Pool area.
- 8) No objects are allowed in the Pool, including rafts, balls, snorkeling equipment, etc.
- 9) No alcoholic beverages, glass, or bottles are permitted in the Pool area.
- 10) Use trash receptacles for all litter.
- 11) Do not remove furniture from Pool area.
- 12) Cover chairs with towels to protect them from suntan lotion and body oils.
- 13) No shorts, pants, or cut-offs in the Pool. They lose threads which can clog the filters and pumps.
- 14) No pets in the Pool area.

*Our pools are surrounded by apartments. Please be considerate of your neighbors and keep the noise at a low level.*

THANK YOU



OFF REC 19611 PG 1341

GREENWICH PARK

RACQUETBALL COURTS POLICY

- 1) The Racquetball Courts are available between the hours of 9 am and 10 pm
- 2) Only residents of GREENWICH PARK Apartments and Condominiums, and their authorized guests may use the Racquetball Courts.
- 3) Children under 14 years of age must be accompanied by an adult
- 4) Persons using the Racquetball Courts do so at their own risk.
- 5) If another resident is waiting for court time, play is limited to one hour. If no one is waiting to use the courts, play is unlimited.
- 6) Appropriate footwear is required - sneakers with white soles.
- 7) Use of the Racquetball Courts is restricted to playing racquetball - no skating, roller blading, etc. is allowed.
- 8) Be considerate of the surrounding apartments and keep noise levels low. This includes noise from friends and spectators.
- 9) Turn off the lights when finished playing.

THANK YOU



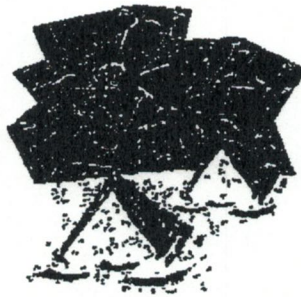
OFF REC 19611 PG 1342

NO 1267 P 2.2

**GREENWICH PARK  
SAUNA POLICY**

- 1) The sauna is made available between the hours of 9 am and 10 pm.
- 2) Only residents of GREENWICH PARK Apartments and Condominiums and their authorized guests may use the Sauna.
- 3) Children under 14 years of age are not allowed in the Sauna.
- 4) Persons using the Sauna do so at their own risk.
- 5) Do not use the Sauna if you have a heart condition or any other medical problem that may be affected by the use of a Sauna.
- 6) For health reasons, the use of the Sauna is limited to ten (10) minutes at a time.
- 7) You must shower before entering the Sauna.
- 8) No food or drinks are permitted in the Sauna.

THANK YOU



BY: GREENWICH PARK APARTMENTS

005 891 5864

MAR 20 01 5:30PM

Page 17

03-21-01 10 50 FAX

DEVELOPMENTS: IS QUAYVILLE

OFF REC 19611 PG 1343

NO 4255 E 37' GROUP C 2

2001 9 13AM

**GREENWICH PARK  
TENNIS COURTS POLICY**

- 1) The Tennis Courts are available between the hours of 9 am to 10 pm.
- 2) Only residents of GREENWICH PARK Apartments and Condominiums, and their authorized guests may use the Tennis Courts
- 3) Children under 14 years of age must be accompanied by an adult.
- 4) Persons using the Tennis Courts do so at their own risk.
- 5) If another resident is waiting for court time, play is limited to one hour. If no one is waiting to use the courts, play is unlimited.
- 6) Appropriate footwear is required - sneakers with white soles.
- 7) Use of the Racquetball Courts is restricted to playing racquetball - no skating, roller blading, etc. is allowed
- 8) Be considerate of the surrounding apartments and keep noise levels low. This includes noise from friends and spectators.
- 9) Turn off the lights when finished playing.

THANK YOU



REC-20-01 5:34PM

305 891 5864

GREENWICH PARK APARTMENTS

EXHIBIT "L"

OFF REC 19611 PG. 1344

IN THE CIRCUIT COURT OF THE  
11<sup>TH</sup> JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO 99-27717 CA 22

**GREENWICH ASSOCIATION, INC.,**  
a Florida non-profit corporation,

Plaintiff,

vs.

**LINDA INVESTMENTS, INC.,** a  
Delaware corporation, **GREENWICH  
VILLAGE ASSOCIATES, LTD.,** a  
limited partnership, and **GREENWICH  
III ASSOCIATION, INC.,** a Florida  
corporation, and **GREENWICH  
VILLAGE ASSOCIATES II, LTD.,** a  
limited partnership, and **GREENWICH  
APARTMENTS, INC.,** a Florida  
corporation,

Defendants.

STIPULATION FOR DISMISSAL

Plaintiff and Defendants through their undersigned counsel stipulate and agree to the entry of the Court Order set forth below and in support would state that the parties have amicably resolved their dispute in accordance with that certain Agreement of Settlement, a copy of which is attached hereto and made a part hereof.

Stipulated this \_\_\_\_ day of \_\_\_\_\_, 2001

**BECKER & POLIAKOFF, P.A.**  
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(305) 262-4504 (Fax)

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Attorneys for Defendants  
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Hollywood, Florida 33022  
(954) 921-5500/(305) 940-8440  
(954) 925-7013 (Fax)

By: \_\_\_\_\_  
**DAVID H ROGEL**  
Florida Bar No

By: \_\_\_\_\_  
**MAURICE M GARCIA**  
Florida Bar No. 118595

OFF REC 19611 PG 1345

Case No. 99-27717 CA 22

**FINAL ORDER OF DISMISSAL**

THIS CAUSE came on for consideration before the Court on the foregoing Stipulation of counsel for the parties.

The Court has reviewed the Stipulation and the Agreement of Settlement and is otherwise duly advised in the premises.

Accordingly, it is ordered and adjudged as follows:

1. The Stipulation be and the same is hereby approved by the Court and incorporated herein as if set forth at length. The parties are directed to comply therewith.
2. This cause be and the same is hereby dismissed with prejudice, each party to bear its own costs, expenses and attorneys fees.
3. The Court reserves jurisdiction over the parties and this cause for the purposes, if necessary, of enforcing the attached Agreement of Settlement.

DONE AND ORDERED in Chambers at Miami, Miami-Dade County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_  
GERALD D. HUBBART, Circuit Judge

Copies Furnished:

Counsel as noted above

W:\GAIGA\0001\p\lead\lgs\W\STIPULATION ORDER DISMISSAL.wpd

**RECORDERS NOTE.**  
The legibility of writing, typing or printing uncaus-  
factory in this document when received.

ARVEY RUVIN