

AMENDMENT TO DECLARATION OF CONDOMINIUM OF PARKER PLAZA CONDOMINIUM ESTATES - AND EXHIBIT NO. 4 ATTACHED TO SAID DECLARATION OF CONDOMINIUM

WHEREAS, The Declaration of Condominium of PARKER PLAZA CONDOMINIUM ESTATES was duly recorded on October 6th, 1970, in Official Records Book 4318, commencing at Page 273, of the Public Records of Broward County, Florida; and,

WHEREAS, JACK PARKER CONSTRUCTION OF FLORIDA CORP. NO. 2, a Florida Corporation, as the Developer under the aforescribed Declaration of Condominium and Exhibits attached thereto, and as the Management Firm referred to under the aforescribed Declaration of Condominium and Exhibits attached thereto (being the Management Firm specified in the Management Agreement which is Exhibit No. 5 to the aforescribed Declaration of Condominium), and as the Lessor under the Long-Term Lease referred to under the aforescribed Declaration of Condominium and Exhibits attached thereto (being the Lessor specified in the Long-Term Lease which is Exhibit No. 4 to the aforescribed Declaration of Condominium), and as the Owner of all the parcels in the aforescribed Condominium, and CONDOMINIUM ASSOCIATION OF PARKER PLAZA ESTATES, INC., a Florida Corporation not for profit, as the Condominium Association responsible for the operation of the aforescribed Condominium, pursuant to the aforescribed Declaration of Condominium and Exhibits attached thereto, are desirous of amending the aforescribed Declaration of Condominium and the Long-Term Lease attached thereto as Exhibit No. 4;

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NOW, THEREFORE, in consideration of the premises and of One Dollar and other good and valuable considerations, each to the other in hand paid, the receipt whereof is hereby acknowledged, the aforesaid JACK PARKER CONSTRUCTION OF FLORIDA CORP. NO. 2, a Florida Corporation, as the Owner of all the Condominium parcels in the aforescribed Condominium, and as the Developer, Lessor under the Long-Term Lease, and Management Firm under the Management Agreement, as specified hereinabove, and CONDOMINIUM ASSOCIATION OF PARKER PLAZA ESTATES, INC., a Florida Corporation not for profit, covenant and agree as follows:

1. That Article I-P., of the Declaration of Condominium of PARKER PLAZA CONDOMINIUM ESTATES, as aforescribed, which appears on page 3 of said Declaration (said Page 3 being recorded in Official Records Book 4318 at Page 275 of the Public Records of Broward County, Florida,) be deleted in its entirety, and the following Article I. P., shall be substituted therefor just as though it appeared in the original recorded Declaration of Condominium aforescribed, to-wit:

Article I.

"P. Institutional Mortgagee, means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, or any Agency of the United States Government, or other Institutions of like character, including Mortgage Investment Trusts and Entities generally recognized as Institutional Lenders. The Mortgage may be placed through a Mortgage or Title Company. Institutional First Mortgage shall mean a First Mortgage on a single condominium unit held by an Institutional Mortgagee. Institutional Mortgage shall mean a Mortgage on a single condominium unit held by an Institutional Mortgagee."

2. Article XII. B. 6. (d) of the aforescribed Declaration of Condominium, which appears on page 18 of said Declaration (said page 18 being recorded in Official Records Book 4318 at Page 290 of the Public Records of Broward County, Florida) shall be modified by striking the period at the end there-

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Record and return to: Abrams, Anton, Robbins & Resnick
P. O. Box 650
Hollywood, Florida

THIS INSTRUMENT WAS PREPARED BY:
EDWARD S. RESNICK, Attorney at Law
ABRAMS, ANTON, ROBBINS, RESNICK & BURKE
P. O. Box 650
Hollywood, Florida 33022

of, and adding the following language, to-wit:

"... provided, however, such finding shall not be binding upon the Institutional First Mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, as long as it owns and holds any mortgage encumbering a condominium unit, unless it consents in writing to such finding; and thereafter, such finding shall not be binding upon Institutional First Mortgagees owning and holding first mortgages encumbering condominium units in said Condominium, unless said Institutional First Mortgagees whose mortgages at said time (the unpaid balance thereof) representing more than one-half (1/2) of the outstanding unpaid balance of Institutional First Mortgages on individual condominium units in said Condominium, consent in writing to such finding."

3. The last paragraph on page 26 of the aforescribed Declaration of Condominium (said page 26 being recorded in Official Records Book 4318 at Page 298, of the Public Records of Broward County, Florida) shall be modified by striking the period at the end of said paragraph, and substituting a semi-colon therefor, and adding thereto the following language, to-wit:

"... notwithstanding the foregoing, it is understood and agreed that Condominium Units 101 through 113 inclusive, are within the Condominium apartment building."

4. Article X of the Long-Term Lease, which is Exhibit No. 4 to the aforescribed Declaration of Condominium, shall be amended by striking the word "first", as it appears in the first line of said Article X, and by adding the following language after the word "others", as it appears on the first line of said Article X, to-wit:

"... except Institutional First Mortgages held by Institutional First Mortgagees ..."

5. The last paragraph in Article XVIII of the Long-Term Lease, which is Exhibit No. 4 to the aforescribed Declaration of Condominium, shall be modified by striking the period at the end of said paragraph, and substituting a semi-colon therefor, and adding thereto the following language, to-wit:

"... notwithstanding the foregoing, it is understood and agreed that Condominium units 101 through 113 inclusive, which are created by virtue of the aforescribed Declaration of Condominium, are within said Condominium apartment building. "

6. The last paragraph on page 16 of the Long-Term Lease, which is Exhibit No. 4 to the aforescribed Declaration of Condominium (said page 16 being recorded in Official Records Book 4318 at Page 397 of the Public Records of Broward County, Florida) shall be modified by adding to the twelfth line of said paragraph, prior to the word "Article XVIII", the words "Article X and", and by adding to the fifteenth line of the aforesaid paragraph, prior to the word "Article XVIII", the words "Article X and".

7. The second paragraph on page 17 of the Long-Term Lease, which is Exhibit No. 4 to the aforescribed Declaration of Condominium (said page 17 being recorded in Official Records Book 4318 at Page 398, of the Public Records of Broward County, Florida) shall be stricken in its entirety, and the following language shall be substituted therefor, to-wit:

"The term 'Institutional First Mortgage', as used herein and throughout this Long-Term Lease, shall mean a first mortgage upon a single condominium unit held by an Institutional Mortgagee, as defined in the Declaration of Condominium to which this Long-Term Lease is attached as Exhibit No. 4. "

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8. The parties hereto represent and agree that as of the date of this instrument, the sole owner of mortgage lien(s) encumbering the afore-described Condominium is CHASE MANHATTAN BANK.

9. That in all other respects, the Declaration of Condominium and Exhibits attached thereto, including the Long-Term Lease which is Exhibit No. 4 to said Declaration of Condominium, as recorded in Official Records Book 4318 commencing at Page 273, of the Public Records of Broward County, Florida, shall remain in its original form, as recorded, and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names, by their proper Officers, and their Corporate Seals to be affixed, this 7th day of October, 1970.

Signed, sealed and delivered in the presence of:

JACK PARKER CONSTRUCTION OF FLORIDA CORP. NO. 2

[Handwritten signature]
[Handwritten signature]

By: *Morton Glick* (Seal)
Morton Glick, Vice President -
(As Developer, Lessor, Management Firm and Owner of all the Condominium Units in PARKER PLAZA CONDOMINIUM ESTATES.)

CONDOMINIUM ASSOCIATION OF PARKER PLAZA ESTATES, INC.

[Handwritten signature]
[Handwritten signature]

By: *Morton Glick* (Seal)
Morton Glick, Vice President.
Attest: *Harold R. Liebman* (Seal)
Harold R. Liebman, Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

BEFORE ME, the undersigned authority, personally appeared MORTON GLICK, to me well known to be the person described in and who executed the foregoing instrument as Vice President of JACK PARKER CONSTRUCTION OF FLORIDA CORP. NO. 2, a Florida Corporation, and as Vice President of CONDOMINIUM ASSOCIATION OF PARKER PLAZA ESTATES, INC., a Florida Corporation not for profit, and further appeared before me HAROLD R. LIEBMAN, as Secretary of said CONDOMINIUM ASSOCIATION OF PARKER PLAZA ESTATES, INC., and they severally acknowledged before me that they executed such instrument as such Officers of said Corporations, and that the Seals affixed thereto are the Corporate Seals of said Corporations, and that same were affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of the said Corporations.

WITNESS my hand and official seal, at the State and County aforesaid, this 7th day of October, 1970.

Mary C. Conde (Seal)
NOTARY PUBLIC
State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 24, 1971
Bonded through Fred W. Dieckhorst

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