

This instrument prepared by:

BENJAMIN GOLDNER, ESQ.  
1509-D North State Road 7  
Margate, Florida 33063

X

*Return* →

84-192938

EASEMENT

This agreement made on the 4th day of August, 1983,  
by and between HOLIDAY SPRINGS VILLAGE CONDOMINIUM, INC., NO. 4,  
a Florida corporation not for profit, hereinafter referred to as  
HOLIDAY 4, and HOLIDAY SPRINGS VILLAGE CONDOMINIUM NO. 6 ASSOCIATION,  
INC., a Florida corporation not for profit, hereinafter referred  
to as HOLIDAY 6, do hereby agree to the following:

WHEREAS, HOLIDAY 4 is the title owner of the real property  
described as follows:

A parcel of land in Tract 4, HOLIDAY SPRINGS VILLAGE AND OCEAN  
CLUB SECTION ONE, according to the Plat thereof, as recorded  
in Plat Book 77, page 8 of the Public Records of Broward  
County, Florida, described as follows:

COMMENCING at the southwesterly corner of said Tract 4  
(said point being on a curve on the easterly right-of-way  
line of Holiday Springs Boulevard, radial line thru said  
point bears South 79° 18' 25" East); thence northerly  
along said curve concave to the East, having a radius of  
868.27 feet, a delta of 18° 44' 25", an arc distance of  
283.99 feet to the POINT OF BEGINNING; thence South 68°  
26' 26" East, a distance of 590.32 feet; thence South  
21° 33' 34" West, a distance of 30.00 feet; thence North  
68° 26' 26" West, a distance of 595.00 feet to the Point  
of Beginning.

Said lands lying in the City of Margate, Broward County, Florida.

WHEREAS, HOLIDAY 4 agrees to give HOLIDAY 6 an <sup>record</sup> easement  
for the use of said aforementioned real property, and HOLIDAY 6  
agrees to accept said easement under the following terms and conditions:

1. The easement herein granted is for the use and benefit of  
the unit owners of HOLIDAY 6 only and shall not be deemed to  
constitute a public right of way under any circumstances.

2. The easement herein granted is subject to the joint use  
and maintenance of the unit owners of HOLIDAY 4 and HOLIDAY 6.

3. The use, operation, maintenance and repairs of the real  
property comprising the easement shall be given to an Advisory Board  
consisting of two unit owners appointed by HOLIDAY 4 and two unit  
owners appointed by HOLIDAY 6.

4. HOLIDAY 4 reserves full ownership of the real property  
described herein and full rights to use the same for its own purposes,

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and no use by HOLIDAY 6 shall in any manner restrict or impair the enjoyment of HOLIDAY 4 of said lands for the same uses as are granted herein to HOLIDAY 6.

5. HOLIDAY 6 and all its unit owners are hereby granted a perpetual easement for the use and enjoyment of the real property previously described herein.

Neither HOLIDAY 4 nor any unit owners therein may impose any conditions, restrictions, or limitations upon the use and enjoyment of said real property by the unit owners in HOLIDAY 6 which are not imposed on the unit owners of HOLIDAY 4, nor may said unit owners of HOLIDAY 4 discriminate in any manner against the unit owners of HOLIDAY 6 with respect to the use and enjoyment of said real property, it being the intention of this provision that all individual unit owners at both of the aforescribed condominiums be entitled to the full and equal use thereof.

6. Any and all costs, disbursements, expenses or other liabilities arising out and incurred in fulfillment of the terms and obligations of the Easement herein granted to HOLIDAY 6, shall be borne by HOLIDAY 4 and HOLIDAY 6 on a ratio determined by the number of units in each Condominium of each party hereto, namely, 80/144 by HOLIDAY 6, and 64/144 by HOLIDAY 4. Whenever the conditions permit the Board of Directors of HOLIDAY 4 shall pre-advise the Board of Directors of HOLIDAY 6 of anticipated expenditures to be incurred in fulfillment of their duties.

7. Method of payment: A proportionate share of deposit is to be given to HOLIDAY 4 within 5 days of placing an order for work to be done. Balance of proportionate share shall be paid to HOLIDAY 4 when job is completed to the satisfaction of the Advisory Committee and HOLIDAY 4 Board.

IN WITNESS WHEREOF, this agreement was duly signed between the parties hereto.

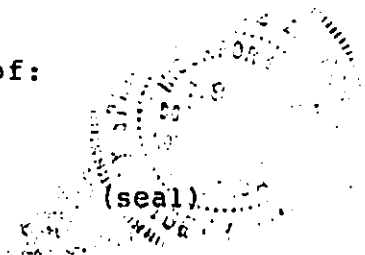
HOLIDAY SPRINGS VILLAGE CONDOMINIUM,  
INC., NO. 4

ATTEST: *Julia M. Peterson*  
Secretary

By: *Morris Holtzer*  
President

Signed, sealed and delivered in the presence of:

*William G. [unclear]*  
*Mary Ann [unclear]*



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HOLIDAY SPRINGS VILLAGE CONDOMINIUM  
NO. 6 ASSOCIATION, INC.

ATTEST: Clare Spier Secretary By: Max Arrow President

Signed, sealed and delivered in the presence of:

William [unclear]  
Francis [unclear]

(seal)

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

MORRIS HALTZER and PHILIP M. PETERSON well known to me to be the President and respectively of HOLIDAY SPRINGS VILLAGE CONDOMINIUM, INC., NO. 4, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of August, 1983.

[Signature]  
Notary Public

My Commission expires:

STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Clare Spier and Max Arrow

well known to me to be the President and Secretary respectively of HOLIDAY SPRINGS VILLAGE CONDOMINIUM NO. 6 ASSOCIATION, INC., and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of August, 1983.

[Signature]  
Notary Public

My Commission expires:



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This instrument prepared by:

ROBERT L. SMITH, ESQ.  
2025 N.E. 14th Ct.  
Fort Lauderdale, Fl 33304

E A S E M E N T

This agreement made on the 2nd day of August, 1983, by and between HOLIDAY SPRINGS VILLAGE CONDOMINIUM NO. 6 ASSOCIATION, INC., a Florida Corporation not for profit, hereinafter referred to as Holiday 6, and HOLIDAY SPRINGS VILLAGE CONDOMINIUM, INC., NO. 4, a Florida Corporation not for profit, hereinafter referred to as Holiday 4, do hereby agree as follows:

WHEREAS: Holiday 6 is the owner of the real property shown on Exhibit A attached hereto and made a part hereof, including the portion crosshatched on said Exhibit A and hereinafter referred to as the Swimming Pool Cross Easement Area, and

WHEREAS, Holiday 6 agrees to give Holiday 4 an easement for the use of said aforementioned Swimming Pool Cross Easement Area, and Holiday 4 agrees to accept said easement under the following terms and conditions:

1. The easement herein granted is for the use and benefit of the unit owners of Holiday 4 only and shall not be deemed to constitute a public right of way under any circumstances.
2. The easement herein granted is subject to the joint use and maintenance of the unit owners of Holiday 4 and Holiday 6.
3. The use, operation, maintenance and repairs of the real property comprising the easement shall be governed by Paragraph X of Article XIX of the Holiday Springs Village Condominium 4 Declaration of Condominium as recorded at O.R. Book 6112, Page 862-A of the Public Records of Broward County, Florida
4. Holiday 6 reserves full ownership of the real property described herein and full rights to use the same for its own purposes, and no use by Holiday 4 shall in any manner restrict or impair the enjoyment of Holiday 6 of said lands for the same uses as are granted herein to Holiday 4.
5. Holiday 4 and all its unit owners are hereby granted a perpetual easement for the use and enjoyment of the Swimming Pool Cross Easement Area previously described herein.

Neither Holiday 6 nor any unit owner therein may impose any conditions, restrictions, or limitations upon the use and enjoyment of said Swimming Pool Cross Easement Area by the unit owners of

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Holiday 4 which are not imposed on the unit owners of Holiday 6, nor may said unit owners of Holiday 6 discriminate in any manner against the unit owners of Holiday 4 with respect to the use and enjoyment of said easement, it being the intention of this provision that all individual unit owners at both of the aforementioned condominiums be entitled to the full and equal use thereof.

IN WITNESS WHEREOF, this agreement was duly signed between the parties hereto on the day first above mentioned.

Attest:

HOLIDAY SPRINGS VILLAGE CONDOMINIUM  
NO. 6 ASSOCIATION, INC.

By Clare Spier  
Secretary

By May Arnou  
President

HOLIDAY SPRINGS VILLAGE CONDOMINIUM  
INC., NO. 4.

By Philip M. Peterson  
Secretary

By Morris Haltzer  
President

STATE OF FLORIDA )  
: ss:  
COUNTY OF BROWARD )

BEFORE ME, the Undersigned Authority, personally appeared MAY ARNOU and CLARE SPIER well known to me to be the President and Secretary respectively of HOLIDAY SPRINGS VILLAGE CONDOMINIUM NO. 6 ASSOCIATION, INC., and they severally acknowledged executing the same freely and voluntarily under authority vested in them by said corporation and that the seals affixed thereto is the true corporate seal of the corporation. I, the undersigned, do hereby witness my hand and official seal in the County and State aforesaid, this 2 day of August, 1983.

Arthur G. [Signature]  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Dec. 17, 1983

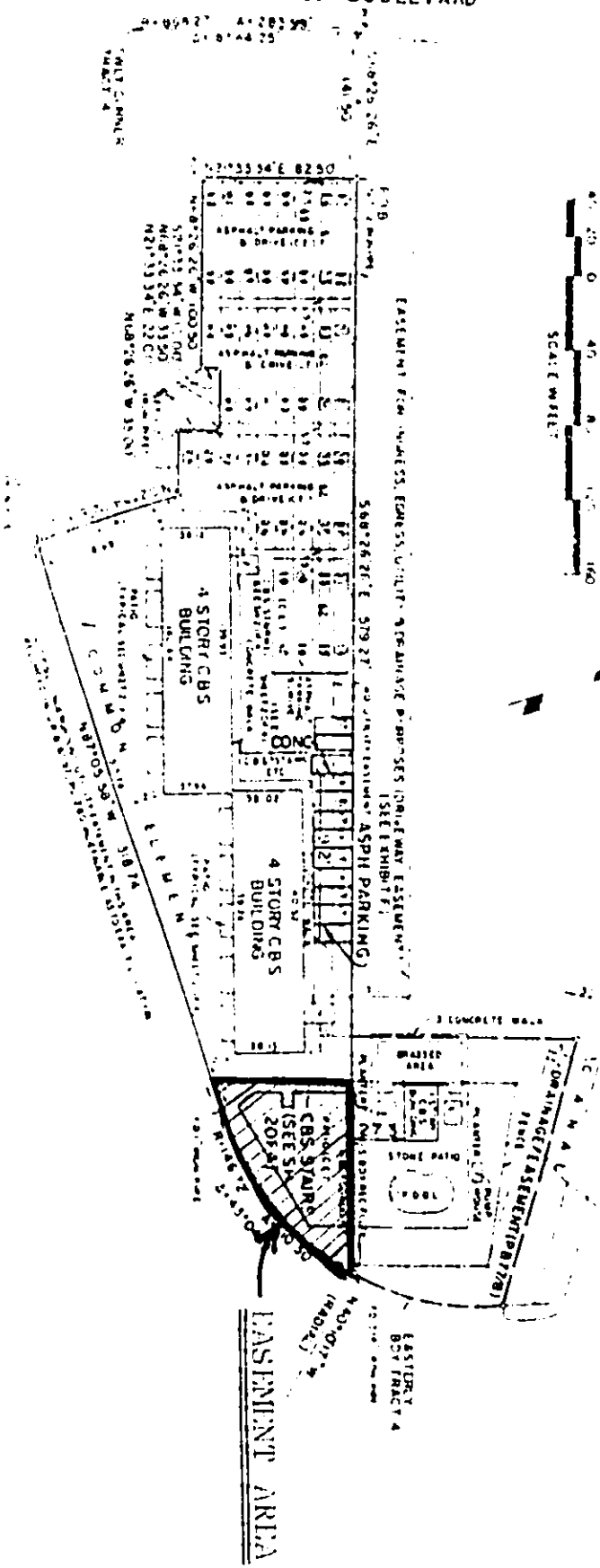
STATE OF FLORIDA )  
: ss:  
COUNTY OF BROWARD )

BEFORE ME, the Undersigned Authority, personally appeared MORRIS HALTZER and PHILIP M. PETERSON well known to me to be the President and Secretary respectively of HOLIDAY SPRINGS VILLAGE CONDOMINIUM, INC., NO. 4, and they severally acknowledged executing the same freely and voluntarily under authority vested in them by said corporation and that the seal affixed thereto is the true corporate seal of the corporation. I, the undersigned, do hereby witness my hand and official seal in the County and State aforesaid, this 15 day of August, 1983.

Arthur G. [Signature]  
Notary Public  
My Commission Expires:

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HOLIDAY SPRINGS BOULEVARD



RECREATIONAL FACILITIES FOR CONCOMMUNUM 4 AND 5 SAID FACILITIES ARE PART OF THE COMMON ELEMENTS OF CONCOMMUNUM 4

EASTERN EXHIBIT A

IN THE OFFICIAL RECORDS BOOK OF HIGHLAND COUNTY, FLORIDA  
 T. JOHNSON  
 COUNTY ADMINISTRATOR

REMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

EXHIBIT B-1  
 PAVE 1  
 ANNEXED TO AND MADE A PART OF THE DECLARATION

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1. The entire parcel of land...
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