

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$-0-*</u>	<u>\$6,259.87</u>	<u>\$6,447.67</u>	<u>\$6,641.10</u>	<u>\$6,840.33</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$-0-</u>	<u>\$6,259.87</u>	<u>\$6,447.67</u>	<u>\$6,641.10</u>	<u>\$6,840.33</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

Budget Account No: Fund 0001 Dept 164 Unit 1604 Object 4410
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*The rent is listed as annual; no proration provision is provided for in the agreement, full rent in the amount of \$6,077.54 was made in FY13.

Fiscal Impact has been calculated using an estimated amount of 3% for CPI.

This Agreement is being funded using a Homeland Security Grant. In the event that the Grant runs out or is not sufficient, the Use Agreement provides that the Sheriff will fund the expenses out of its operating budget or the County will terminate.

C. Departmental Fiscal Review: _____ *W 4-26-13*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB *[Signature]* 4/30/13
5/2/13 4/30/13 4/22/13 4/19/13

Contract Development and Control *[Signature]* 5/2/13
5-2-13 Bob Keller

B. Legal Sufficiency:

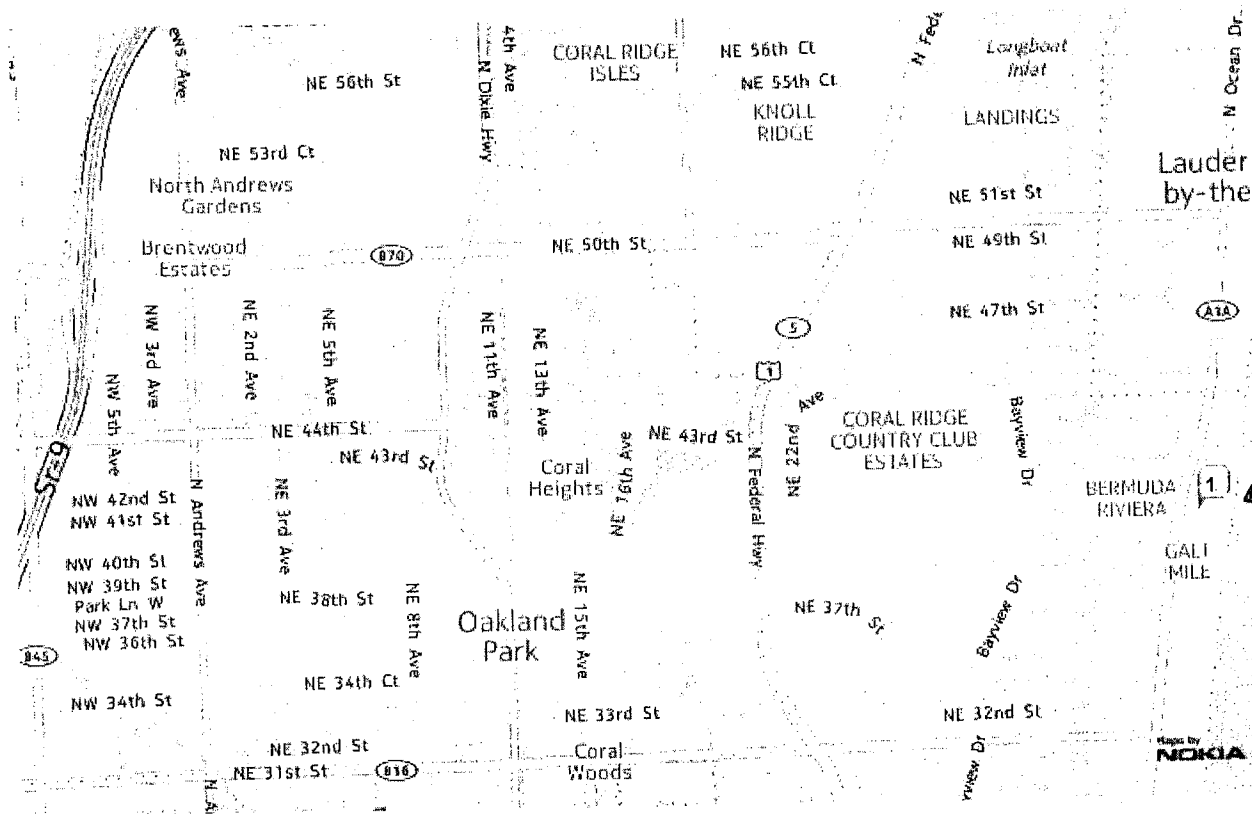
[Signature] 5/3/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

3900 Galt Ocean Dr, Fort Lauderdale, FL 33308-6602



Subject

LOCATION MAP



FIRST AMENDMENT TO LEASE AGREEMENT

between

Playa Del Mar Association, Inc., a Florida not-for-profit corporation.

(Lessor)

and

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment"), made and entered into _____, by and between **PLAYA DEL MAR ASSOCIATION, INC.**, a Florida not-for-profit corporation, hereinafter referred to as "LESSOR" and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County", on behalf of the Palm Beach County Sheriff's Office (the "PBSO").

WITNESSETH:

WHEREAS, Lessor and County entered into that certain Lease Agreement dated September 09, 2008 (R2008-1471) (the "Lease") for the use of the Premises as defined in the Lease, which Lease commenced on September 09, 2008, for a term of five (5) years and;

WHEREAS, County wishes to extend the Lease from September 09, 2013, through September 08, 2018 and;

WHEREAS, County has requested a reduction in the rental rate for the extension period, and Lessor has agreed to decrease the minimum Cost of Living Adjustment of Annual Gross Rent increases from five percent (5%) to three percent (3%), for the five year extension of the Lease.

NOW THEREFORE, in consideration of the rents, mutual covenants, and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Lease.

2. Section 1.01 of the Lease, is modified to extend the Term for a period of five (5) years commencing on September 09, 2013, and expiring on September 08, 2018.

3. Section 2.02 is modified to reduce the Cost of Living Adjustment of Annual Gross Rent from five percent (5%) or CPI whichever is greater, to three percent (3%) or CPI, whichever is greater.

4. Lessor represents that simultaneously with Lessor's execution of this First Amendment, Lessor has executed and delivered to County, the Lessor's Disclosure of Beneficial Interests attached hereto as Exhibit "A" and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes unless Lessor is exempt under the statute. Lessor warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure until the Effective Date of the First Amendment, Lessor shall immediately, and in every instance, provide written notification of such change to the County pursuant to this section.

6. Section 13.01, Non-Discrimination, is modified to include a prohibition against discrimination based on familial status, and gender identity or expression.

7. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities

doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

8. No provision of the Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Lessor.

9. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

10. Except as set forth herein, the Lease remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

IN WITNESS WHEREOF, Lessor and County have executed this First Amendment, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

LESSOR:

Tania Gonzalez
Witness

Tania Gonzalez
Print Name

Rosie Bowers
Witness

Rosie Bowers
Print Name

Playa Del Mar Association, Inc.,
a Florida not-for-profit corporation

By: [Signature]
Amelio R. Garcia, President

Send

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

COUNTY:
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Assistant County Attorney

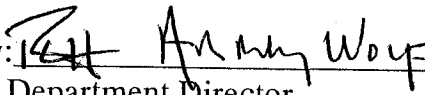
By:  _____
Department Director

EXHIBIT "A"

LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS

Exhibit "A" to First Amendment
LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Arnulfo Ray Garcia, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of Playa Del Mar Association, Inc., a Florida non-profit corporation (the "Lessor") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 3900 Galt Ocean Dr, Ft Lauderdale, Fl 33308.

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Lessor and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

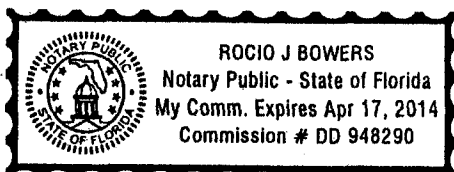
FURTHER AFFIANT SAYETH NAUGHT.

Arnulfo Ray Garcia, Affiant
Print Affiant Name: Arnulfo Ray Garcia

The foregoing instrument was sworn to, subscribed and acknowledged before me this 22nd day of March, 2013, by Arnulfo Ray Garcia [✓] who is personally known to me or [] who has produced N/A as identification and who did take an oath.

Rocio Bowers
Notary Public

Rocio Bowers
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 4/17/2014

EXHIBIT "A"

PROPERTY

PLAYA DEL MAR CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6163 at Page 807, of the Public Records of Broward County, Florida, together with all the appurtenances thereto according to said Declaration.

FIRST AMENDMENT TO USE AGREEMENT

THIS FIRST AMENDMENT TO USE AGREEMENT (the "First Amendment"), made and entered into _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("COUNTY") and **RIC L. BRADSHAW, SHERIFF**, in his official capacity as the Sheriff of Palm Beach County, Florida, a State constitutional officer ("SHERIFF").

WITNESSETH:

WHEREAS, COUNTY and **PLAYA DEL MAR ASSOCIATION, INC.**, a Florida not-for-profit corporation, entered into a Agreement dated September 09, 2008 (R2008-1471) (the "Lease") for the use of the Premises as defined in the Lease, for a term of five (5) years on SHERIFF's behalf and;

WHEREAS, Sheriff requested that COUNTY enter into a First Amendment to the Playa Del Mar Agreement ("First Amendment") of even date, a copy of which is made a part hereof as Exhibit "A", to extend the term for five (5) years from September 09, 2013, through September 08, 2018 and;

WHEREAS, County requested a reduction in the rental rate for the extension period, and Playa Del Mar Association, Inc., ("Lessor") has agreed to decrease the minimum percentage of the cost of annual living adjustment to annual gross rent from five percent (5%) to three percent (3%), or CPI whichever is greater, for the five year extension of the Lease. and;

WHEREAS, SHERIFF agrees to pay COUNTY for COUNTY's payment of Annual Gross Rent pursuant to the Playa Del Mar Agreement as amended by the First Amendment for the extended term of the Playa Del Mar Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. SHERIFF acknowledges that the current Annual Gross Rent shall be increased annually by three percent (3%), or CPI whichever is greater, as provided for in Section 2.02 Cost of Living Adjustment of Annual Gross Rent of the Playa Del Mar Agreement.
3. SHERIFF agrees to pay COUNTY the Annual Gross Rent due as set forth in the First Amendment. The Director of Property & Real Estate Management shall provide SHERIFF with an invoice for the amount due, which amount shall be promptly authorized by SHERIFF for payment through internal payment procedures.
4. This First Amendment shall remain in effect until the termination or expiration of the Playa Del Mar Agreement.

5. This First Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners ("First Amendment Effective Date").

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

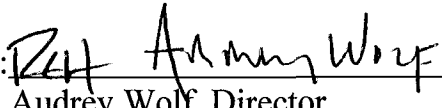
PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Steven L Abrams, Mayor


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  _____
Assistant County Attorney

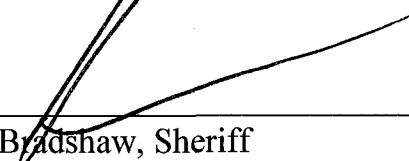
APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

By:  _____
Ray Carlson

RIC L. BRADSHAW, SHERIFF, in
his capacity as the Sheriff of Palm Beach
County, Florida, a State constitutional
officer

By:  _____
Ric L. Bradshaw, Sheriff

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

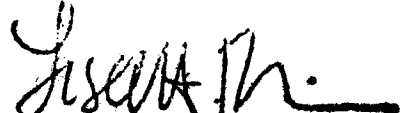
By:  _____
Ass't Legal Advisor, PBC Sheriff's Office

EXHIBIT "A"

First Amendment to Lease

FIRST AMENDMENT TO LEASE AGREEMENT

between

Playa Del Mar Association, Inc., a Florida not-for-profit corporation.

(Lessor)

and

PALM BEACH COUNTY,

A POLITICAL SUBDIVISION OF THE

STATE OF FLORIDA

(County)

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment"), made and entered into _____, by and between PLAYA DEL MAR ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as "LESSOR" and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", on behalf of the Palm Beach County Sheriff's Office (the "PBSO").

WITNESSETH:

WHEREAS, Lessor and County entered into that certain Lease Agreement dated September 09, 2008 (R2008-1471) (the "Lease") for the use of the Premises as defined in the Lease, which Lease commenced on September 09, 2008, for a term of five (5) years and;

WHEREAS, County wishes to extend the Lease from September 09, 2013, through September 08, 2018 and;

WHEREAS, County has requested a reduction in the rental rate for the extension period, and Lessor has agreed to decrease the minimum Cost of Living Adjustment of Annual Gross Rent increases from five percent (5%) to three percent (3%), for the five year extension of the Lease.

NOW THEREFORE, in consideration of the rents, mutual covenants, and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Lease.

2. Section 1.01 of the Lease, is modified to extend the Term for a period of five (5) years commencing on September 09, 2013, and expiring on September 08, 2018.

3. Section 2.02 is modified to reduce the Cost of Living Adjustment of Annual Gross Rent from five percent (5%) or CPI whichever is greater, to three percent (3%) or CPI, whichever is greater.

4. Lessor represents that simultaneously with Lessor's execution of this First Amendment, Lessor has executed and delivered to County, the Lessor's Disclosure of Beneficial Interests attached hereto as Exhibit "A" and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes unless Lessor is exempt under the statute. Lessor warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure until the Effective Date of the First Amendment, Lessor shall immediately, and in every instance, provide written notification of such change to the County pursuant to this section.

6. Section 13.01, Non-Discrimination, is modified to include a prohibition against discrimination based on familial status, and gender identity or expression.

7. Palm Beach County has established the Office of the Inspector General. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities

doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

8. No provision of the Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Lessor.

9. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

10. Except as set forth herein, the Lease remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

IN WITNESS WHEREOF, Lessor and County have executed this First Amendment, or have caused the same to be executed, as of the day and year first above written.

WITNESS:

LESSOR:

Tania Gonzalez
Witness

Tania Gonzalez
Print Name

Rosie Bowers
Witness

Rosie Bowers
Print Name

Playa Del Mar Association, Inc.,
a Florida not-for-profit corporation

By: *[Signature]*
Arnoldo Ray Garcia, President

Seal

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

COUNTY:
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Steven L. Abrams, Mayor

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director

EXHIBIT "A"

LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS

Exhibit "A" to First Amendment
LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Arnulfo Ray Garcia, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of Playa Del Mar Association, Inc., a Florida non-profit corporation (the "Lessor") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: 3900 Galt Ocean Dr, Ft Lauderdale, Fl 33308.
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Lessor and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

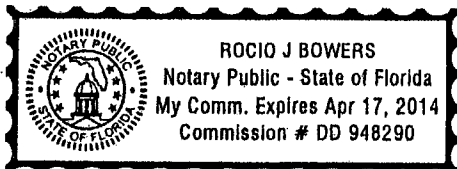
FURTHER AFFIANT SAYETH NAUGHT.

Arnulfo Ray Garcia, Affiant
Print Affiant Name: Arnulfo Ray Garcia

The foregoing instrument was sworn to, subscribed and acknowledged before me this 22 day of March, 2013, by Arnulfo Ray Garcia [✓] who is personally known to me or [] who has produced N/A as identification and who did take an oath.

Rocio Bowers
Notary Public

Rocio Bowers
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 4/17/2014

EXHIBIT "A"

PROPERTY

PLAYA DEL MAR CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6163 at Page 807, of the Public Records of Broward County, Florida, together with all the appurtenances thereto according to said Declaration.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/13/2013

REQUESTED BY: Richard C. Bogatin

PHONE: 561.233.0124

FAX: 561.233.0210

PROJECT TITLE: PBSO Antenna Playa Del Mar 1st Amendment

PROJECT NO.: 2013-5.001

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs	<u>\$-0-*</u>	<u>\$6,259.87</u>	<u>\$6,447.67</u>	<u>\$6,641.10</u>	<u>\$6,840.33</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$-0-*</u>	<u>\$6,259.87</u>	<u>\$6,447.67</u>	<u>\$6,641.10</u>	<u>\$6,840.33</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

*The rent is listed is annual, no proration provision is provided for in the agreement, full rent in the amount of \$6,077.54 was made October 1, 2012 FY13. Increases were estimated at 3%, Agreement may be funded using a Homeland Security Grant. Sheriff will fund the expenses out of its operating budget or County will terminate agreement.

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER

FUND: 0001 DEPT: 164 UNIT: 1604 OBJ: 4410

SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO _____

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- Ad Valorem (source/type: _____)
 Non-Ad Valorem (source/type: _____)
 Grant (source/type: _____)
 Park Improvement Fund (source/type: _____)
 General Fund Operating Budget Federal/Davis Bacon
 _____ _____ _____

SUBJECT TO IG FEE? YES NO

Department: FD0

BAS APPROVED BY: [Signature]

DATE: 2-13-13

ENCUMBRANCE NUMBER:

LESSOR'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Arnulfo
Ray Garcia, hereinafter referred to as "Affiant", who
being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner,
trustee) of Playa Del Mar Association, Inc., a Florida non-profit corporation (the
"Lessor") which entity is the owner of the real property legally described on the attached
Exhibit "A" (the "Property").

2. Affiant's address is: 3900 Galt Ocean Dr, Ft Lauderdale, Fl 33308.

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete
listing of the names and addresses of every person or entity having a five percent (5%) or
greater beneficial interest in the Lessor and the percentage interest of each such person or
entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida
Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the
Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

Arnulfo Ray Garcia, Affiant

Print Affiant Name: Arnulfo Ray Garcia

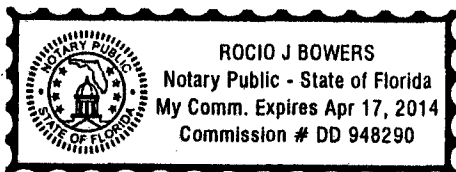
The foregoing instrument was sworn to, subscribed and acknowledged before me this 22
nd day of march, 2013, by Arnulfo Ray Garcia
[] who is personally known to me or [] who has
produced N/A as identification and who did take an oath.

Rocio Bowers

Notary Public

Rocio Bowers

(Print Notary Name)



NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 4/17/2014

EXHIBIT "A"

PROPERTY

PLAYA DEL MAR CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in Official Records Book 6163 at Page 807, of the Public Records of Broward County, Florida, together with all the appurtenances thereto according to said Declaration.

