

NINETY - NINE YEAR LEASE

THIS LEASE, made and executed in duplicate this 10th day of June, 1961, by and between J. BATT, a/k/a JOSEPH BATTAGLIA, whose mailing address is 3205 S. E. 7th Street, Pompano Beach, Florida, hereinafter called the LESSOR, which term shall include his heirs, personal representatives, successors and assigns, unless the contrary appears from the context as first party; and FAIRBANKS TERRACE, INC., a Florida corporation, with its principal place of business at 1105 South Riverside Drive, Pompano Beach, Florida, hereinafter called the LESSEE, which term shall include its successors and assigns, unless the contrary appears from the context, as second party;

WITNESSETH:

That the said Lessor in consideration of the rent hereinafter required to be paid, does lease unto the said Lessee, its successors and assigns, all the grounds and premises situate, lying and being in Broward County, State of Florida, and described as follows:

Lots 12 and 13, Block 7, LAKE-SIDE, a subdivision as recorded in the Public Records of Broward County, Florida, in Plat Book 23, Page 38.

1. Terms and Rent To Have and To Hold the same unto the use of the said Lessee for the term beginning October 1, 1961 and expiring on the 31st day of March, 2060, unless this lease is sooner terminated by the Lessor in accordance with the terms hereof by reason of default on the part of the Lessee.

The Lessee shall pay as rent to the Lessor for the entire period the sum of SIXTY FIVE HUNDRED DOLLARS - (\$6500.00) per year; said rent to be paid in quarter-annual installments in advance on the 1st days of January, April, July and October, the first payment becoming due and payable on the 1st day of January, 1962.

The parties agree that the total annual rental of SIXTY FIVE HUNDRED DOLLARS - (\$6500.00) payable under this Lease, commencing with the third year of this Lease, may be increased or decreased at ten-year intervals, if the Consumers' Price Index (revised January, 1953) - United States City Average All Items and Commodity Groups, issued by the Bureau of Labor Statistics of the United States Department of Labor, hereinafter referred to as "The Index", is higher or lower at such intervals than the agreed basic standard index hereinafter adopted. The average of the aforesaid index for the months of October, November and December of 1960, is hereby adopted as the basic standard index, as that term is used in this Lease. The average of such index for the three months of October, November and December of the year preceding the year in which the adjustment becomes operative shall be the new index figure, as that term is used in this Lease. The first adjustment shall be made to cover the ten year period beginning April 1, 1971, and adjustments shall thereafter be made at ten-year intervals, each adjustment to be effective for the following ten-year period, except that the last period shall be for a nine-year period. The adjustment shall be made and the rent for the ensuing period shall be arrived at by multiplying the basic rental of SIXTY FIVE HUNDRED DOLLARS - (\$6500.00) by a fraction, the numerator of which shall be the new index figure and the denominator of which shall be the basic standard index figure.

As. of
8/11/95

the same become delinquent, all taxes, assessments, levies, licenses, excises, franchises, imports, penalties and charges, general and special, ordinary and extraordinary of whatever name, nature and kind, which are now, or may hereafter be levied, assessed, charged or imposed, which are or may become a lien (whether by Federal, State, City, County or other Public Authority) upon this Lease, the above described premises, the use or occupation thereof, the buildings and improvements now or hereafter situated thereon, or upon the owners or occupants in respect thereof.

As to the taxes and assessments, the Lessee shall, fifteen (15) days before any penalty is added thereto or imposed thereon, furnish to the Lessor, for inspection and such use as may be proper in protecting the estate and interest of the Lessor in said premises, receipts showing that said taxes have been paid.

All property taxes levied and assessed against the leased premises prior to the term of this Lease shall be paid by the Lessor, and any and all certified liens or assessments on said lands at the time of execution hereof shall be paid by the Lessor.

7. Utilities: The Lessee agrees and covenants to pay all utility charges, including but not limited thereto, water, gas and electricity used on or about the said premises, and to pay the same monthly or as they shall become due.

8. Compliance with Public Regulations: The Lessee covenants and agrees that it will, at its own cost, make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over said property, in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public.

9. Use of Premises: Lessee further covenants and agrees that said premises and all buildings and improvements thereon, during the term of this Lease, shall be used only and exclusively for lawful purposes, and that said Lessee will not use or suffer anyone to use said premises or buildings for any purpose in violation of the Laws of the United States, the State of Florida, Broward County, Florida, or the ordinances and regulations of this City of Pompano Beach, Florida. Said Lessee covenants and agrees to save said Lessor harmless from every such violation.

10. Inspection of Premises: The Lessee agrees and covenants that the Lessor, or his agents, at all reasonable times and during all reasonable hours shall have free access to said demised premises, and to any buildings or structures that at any time may be thereon, or any part thereof, for the purpose of examining or inspecting the condition of the same or of exercising any right or power reserved to the Lessor under the terms and provisions of this Indenture, providing, however, that Lessor shall not abuse this privilege and shall not harass the Lessee.

11. Removal of Liens: The Lessee covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of Lessor in and to any land covered by this Lease, and that no person shall ever be entitled to any lien directly or indirectly derived through or under it, or its agents or servants, or on account of any act or omission of said Lessee, which lien shall be superior to the lien in this Lease reserved to the Lessor upon the leased premises. All persons contracting with said Lessee, or furnishing materials or labor to said Lessee, or to its agents or servants, as well as all persons whosoever, shall be bound by this provision of this Lease. Should any such lien be filed, Lessee shall, within Fifteen (15) days, discharge the same by paying the same or shall cause the same to be released from the property by filing of a bond or otherwise, as permitted by law.

12. Indemnification Against Claims: Lessee shall indemnify and save harmless the said Lessor from and against any and all claims, suits,

It is understood that the above index is now being published by the Bureau of Labor Statistics of the United States Department of Labor monthly. Should it be published at other intervals, the next index, hereinabove provided for, shall be arrived at from the index or indexes published by said Bureau most closely approximating the period of October, November and December prior to the year in which the adjustment is made. Should said Bureau of Labor Statistics change the manner of computing such index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new index to the one previously in use, and adjustment to the new index shall be made on the basis of such conversion factor. Should the publications of said index be discontinued by said Bureau of Labor Statistics, then such other index as may be published by such Bureau most nearly approaching said discontinued index shall be used in making the adjustments herein provided for. Should said Bureau discontinue the publication of an index approximating the index herein contemplated, then the index to be used is the index of the General Price Level issued by the Federal Reserve Bank of Atlanta, Georgia. If the last mentioned index also becomes unavailable, the index to be used is the index of the General Price Level issued by the Federal Reserve Bank of New York. Should all of the aforesaid indexes be discontinued, then such index as may be published by another Governmental Agency of the United States as most nearly approximates the index herein first above referred to shall govern and be substituted as the index to be used, subject to the application of an appropriate conversion factor to be furnished by the Governmental Agency publishing the adopted index. If such Governmental Agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor or a new index, and in the event agreement cannot be reached as to such conversion factor, or such new index, then the parties hereto agree to submit to arbitrators chosen in the usual manner, the selection of a new index approximating as nearly as can be the index hereinabove first contemplated, which new index may be one published by a Governmental Agency or one published by a private agency and generally accepted and approved as an index reflecting the contemplated fluctuation in the purchasing power of the Dollar. Should there be no such publication by a Governmental Agency, then an index prepared by a private agency generally accepted and approved as an index reflecting the contemplated fluctuation in the purchasing power of the Dollar shall be agreed upon by the parties hereto, or failing such agreement, a generally accepted and approved index shall be selected by three arbitrators chosen in the usual manner. The selection of an index by such arbitrators in either of the above events shall be binding upon the parties hereto. In the event of any controversy arising as to the proper adjustment for rental payments, as herein provided, Lessee shall continue paying the rental under the last preceding rental adjustment, as herein provided, until such time as said controversy has been settled, at which time an adjustment will be made retroactive to the beginning of the adjustment period in which the controversy arose.

2. Possession: Possession of the demised premises shall be given Lessee on the first day of October, 1961.

3. Warranty to Title: The Lessor covenants that he has lawful right to lease said premises, that they are free and clear of all liens and encumbrances, and that he has full authority to make this Lease on the terms herein set forth. Lessor has furnished to the Lessee an abstract of title covering the leased premises continued to the date of this Lease. Lessee has made such examination of said abstract as he desires and will accept the title to the premises in its present condition. The Lessor further covenants that the proceeds of all purchasers of apartments in FAIRBANKS TERRACE APARTMENTS will be used to satisfy any mortgages which may encumber the within described property, it being the intention of and representation by the Lessor that any mortgage lien shall be paid in full.

4. Insurance Coverage: Lessee agrees to maintain at its cost, at all times during the term of this Lease, with insurance companies qualified to do business in Florida, fire and extended coverage insurance upon the leased premises, in an amount equal to the full insurable value.

Such policies shall be so drawn and shall contain such provisions as will protect both Lessor and Lessee, as their respective interests appear. All policies of insurance or certificates thereof as provided for in this paragraph, shall be delivered to Lessor herein and will be renewed from time to time by Lessee so that at all times the insurance protection herein provided shall continuously exist; and evidence of each renewal shall be submitted to Lessor at least Twenty (20) days prior to the expiration of each policy.

In the event of loss, the proceeds collected from such insurance and available to Lessor and/or Lessee shall be paid over to a trustee as Lessor and Lessee may from time to time designate in writing; it being understood, however, that all such amounts shall be available to Lessee, (providing there shall be no default by it in any of the terms, covenants or provisions of this lease) for the reconstruction or repair, as the case may be, of any such buildings or building or improvements, damaged or destroyed by fire or other casualty, and shall be paid out by said Trustee from time to time as the work of reconstruction or repairs shall progress, on bona fide architect's or contractor's certificates, showing application of the amount paid for such repair or reconstruction; provided however, that it first be made to appear to the satisfaction of the Trustee that any amount necessary for the reconstruction or repair of any of the buildings or improvements, so damaged or destroyed, which may be in excess of the amount received upon such policies, has been provided by Lessee for such purposes and its application to such purpose assured. In the event there shall be at any time any excess remaining with the Trustee from the proceeds of such insurance policies, after the repair or reconstruction of any such buildings, or improvements, to a condition equal to the former condition thereof, then, if there be at that time no default on the part of the Lessee in the performance of the covenants and conditions hereof, any such amount so held by the Trustee shall be paid by it to the Lessee.

Lessee will also maintain in the same manner, at its cost, during the term of this Lease, Owners', Landlords' and Tenants' Public Liability Insurance in an amount of not less than THREE HUNDRED THOUSAND DOLLARS - (\$300,000) coverage for one person, and not less than FIVE HUNDRED THOUSAND DOLLARS - (\$500,000) coverage for more than one person, respectively, for each accident.

5. Maintenance of Property: The Lessee agrees that it will, at its own expense, keep and maintain the buildings and improvements which may at any time be situated on said demised premises during the term of this Lease and all appurtenances thereunto belonging to or appertaining, including, but not limited to all fire escapes, stairs, sidewalks, steps, including both the interior and exterior of the buildings, in good and substantial condition and repair and in clean and sanitary condition, and will use, keep and maintain such premises and improvements thereon as well as the sidewalks and parking areas around such buildings, in conformity and in compliance with all existing and future statutes, laws, orders, ordinances, rulings and regulations applicable thereto, of the City of Pompano Beach, County of Broward, State of Florida, and of any other lawful authority having jurisdiction thereof, and will protect and indemnify the Lessor from and against any loss, costs, damages and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants and stipulations in this Lease contained, or occasioned or arising by or out of any accident or injury, or damage to any person whomsoever or whatsoever happening, or done in or about or upon the said premises or due directly or indirectly to the construction, tenancy, use or occupation of said premises, or upon the sidewalks or parking areas adjoining the same by the Lessee or any person or persons occupying, holding, or claiming by, through or under it.

6. Taxes and Assessments: As part consideration for this Lease and in addition to the rent hereinbefore provided, the Lessee shall, after date hereof, and during the entire term of this Lease, pay or cause to be paid before

actions, damages, and/or causes of actions arising during the term of this lease, for any personal injury, loss of life and/or damage to property sustained in, or about, the demised premises, or the buildings and improvements thereof, or the appurtenances thereto, or upon the adjacent sidewalks, or streets and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof, or the defense of any action or proceedings, brought thereon, and from and against any orders, judgments and/or decrees, which may be entered therein.

13. Attorney Fees and Court Costs: In the event the Lessor is compelled to incur any expense in collecting any sum of money due under this Lease for rent, or otherwise, or in the event suit shall be brought by the Lessor for the purpose of evicting or ejecting the Lessee from the leased premises, or if suit be brought by the Lessor for the purpose of compelling the payment of any other sum which should be paid by the Lessee under the terms hereof, or for the purpose of enforcing performance by the Lessee of any of the several agreements, conditions and covenants contained herein, the Lessee covenants and agrees to pay to the Lessor all expenses and costs of litigation, including a reasonable attorney's fee for the Lessor's attorney, provided such suit terminates in favor of the Lessor. Any sum due under the terms and provisions of this paragraph shall constitute a lien against the interest of the Lessee in the premises and its property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

14. Transfer of Lessor's Interest: Lessor shall have the right to sell, transfer, or otherwise dispose of, its interest in this property, subject to the terms and conditions of this Lease and shall have the right to transfer or assign to others his right to receive money and other things of value accruing to him by reason of this lease.

15. Bankruptcy Provisions: Should the Lessee, at any time during the term of this Lease, suffer or permit an involuntary, or voluntary, petition in bankruptcy to be filed against it, or to make any assignment for the Lessee's property and said appointment not vacated within thirty (30) days thereafter, or should the Lessee's leasehold interest be levied on and the lien thereof not discharged within thirty (30) days after said levy has been made, then in such event, and upon the happening of either or any of said events, the Lessor shall have the right, at his election to consider the same a default on the part of the Lessee of the terms and provisions hereof, and the Lessor may then declare a forfeiture of this lease. This paragraph is in furtherance, and not a limitation, of the powers herein conferred upon the Lessor.

16. Lessee's Default: If the Lessee shall fail to keep and perform any of the covenants, conditions and agreements herein provided to be performed by said Lessee, and such default shall continue for a period of thirty (30) days from the date of Lessor giving to Lessee, written notice, as hereinafter provided, of the existence of such breach, the Lessor shall have the right to treat such default as intentional and inexcusable, and thereupon, at the expiration of the thirty (30) day period after notice to Lessee as above provided, the Lessor, by notice in writing transmitted to the Lessee as herein provided for, may at his option declare this Lease ended, and without further force and effect. Thereupon, the Lessor is authorized to re-enter and re-possess the leased premises and the buildings and improvements thereon, either with or without legal process, and the Lessee does in such event hereby waive any demand for possession of said property, and agrees to surrender and deliver up said leased premises and property peaceably to said Lessor. In the event of such forfeiture, the Lessee shall have no claim whatsoever against the Lessor.

17. Lessee Not Agent of Lessor: Nothing herein contained shall authorize the Lessee to do any act or make any contract which in any manner shall affect the estate or interest of the Lessor in said premises, or in the buildings or improvements now or hereafter situated thereon,

18. Non-Waiver Clause: The waiver of any breach of any covenant, condition, or stipulation herein contained, shall not be taken to be a waiver of any subsequent breach of the same, or any other covenant, condition or stipulation, and the acceptance of rent during any period in which the Lessee may be in default shall not be deemed to be a waiver of such default.

19. Statutes:

(a) The Lessee recognizes the validity and applicability of the summary remedies provided by the Statutes of the State of Florida for the protection of landlords' rights, and nothing herein contained shall be construed as limiting in any way such rights accruing by virtue of such statutes.

(b) The remedies herein provided for the Lessor are cumulative and shall be in addition to all other remedies now or hereafter existing, whether at law, in equity or statute.

20. Notices: Notices, demands and communications hereunder served or given to the Lessee or to the Lessor shall be served, or given by United States Registered Mail, return receipt requested, and if intended for the Lessee, the same shall be addressed to the Lessee, at the leased premises, and if intended for the Lessor the same shall be addressed to Lessor at 3205 S. E. 7th Street, Pompano Beach, Florida, in writing, or to such other address as is hereafter designated by the Lessor or his successors in interest, sent by United States Registered Mail, as aforesaid, to such designated address.

21. Time of Essence: Time of performance by the Lessee of each and every provision and covenant herein contained is and shall be forever construed as of the very essence of this Lease.

22. Eminent Domain Award: In event of taking by eminent domain proceedings of any portion or all of the demised lands, the Lessor shall receive all sums awarded for the taking of the fee title to the lands and the Lessee shall receive all sums paid for damage to all improvements and to the Leasehold interest of the Lessee in said property and improvements thereon, if the award is so proportioned. Otherwise, the Lessee shall have the right to have its share of said award determined by the Circuit Court of Broward County, Florida.

23. Transfer of Lessee's Interest: It is understood and agreed that Lessee will operate and maintain a multiple unit cooperative apartment building on the demised premises, and Lessor agrees that Lessee may sub-let apartments units to persons, firms or corporations occupying said apartment units but Lessee may not sub-let or assign Lessee's entire leasehold interest without written approval of Lessor. Lessor agrees he will not unreasonably withhold approval of such sub-lease or assignee.

24. Prevention of Erosion: It is understood and agreed that the demised premises are located on the Intracoastal Waterway in Pompano Beach, Broward, and it is further understood and agreed between the parties that if any governmental agency should ever require or recommend erosion prevention measures affecting the demised premises, then and in that event the Lessee shall bear the expense of same and shall have the affirmative duty of complying with any such requirement or recommendation.

25. Final Repository: This instrument constitutes the final repository of the agreement between the parties relating thereto. Reference herein to Lessor shall include and bind his heirs, personal representatives, successors and assigns, and likewise, reference herein to Lessee shall include and bind its successors in interest and assigns.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto
set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Robert P. Harrington
Secretary of Fairbanks Terrace, Inc.

Joseph Battaglia (SEAL)
J. BATT, a/k/a JOSEPH
BATTAGLIA

LESSOR

FAIRBANKS TERRACE, INC.

By: Joseph Battaglia (SEAL)
President

Attest: Robert P. Harrington (SEAL)
Secretary

LESSEE

STATE OF FLORIDA)
 s.s.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this 10th day of June, 1961, before me
personally appeared J. BATT, a/k/a JOSEPH BATTAGLIA, to me known to be
the person described in and who executed the foregoing Ninety-Nine Year Lease
and acknowledged the execution thereof to be his free act and deed, for the uses
and purposes therein mentioned.

WITNESS my hand and official seal at Pompano Beach, in the County
of Broward and State of Florida, the day and year last aforesaid.

My Commission Expires:

Vernon M. Hingard
Notary Public, State of Florida at Large

STATE OF FLORIDA)
 s.s.
COUNTY OF BROWARD)

I HEREBY CERTIFY, that on this 10th day of June, 1961, before me
personally appeared JOSEPH BATTAGLIA and ROBERT P. HARRINGTON,
President and Secretary respectively of FAIRBANKS TERRACE, INC., a
corporation under the laws of the State of Florida, to me known to be the persons
described in and who executed the foregoing Ninety-Nine Year Lease and acknow-
ledged the execution thereof to be their free act and deed as such officers, for
the uses and purposes therein mentioned; and that they affixed thereto the official
seal of said corporation, and the said Ninety-Nine Year Lease is the act and deed
of said corporation.

WITNESS my hand and official at Pompano Beach, in the County of
Broward and State of Florida, the day and year last aforesaid.

My Commission Expires:

Vernon M. Hingard
Notary Public, State of Florida at Large

STOCKHOLDER'S LEASE

THIS LEASE, executed in duplicate this _____ day of _____
_____, A. D. 1964/2 by and between FAIRBANKS TERRACE,
INC., a corporation organized under the laws of the State of Florida, of
Pompano Beach, Florida (hereinafter called the "LESSOR"), and

(hereinafter called "LESSEE"),

WITNESSETH:

WHEREAS, the Lessor is a duly organized and existing Florida
corporation empowered among other purposes to buy, sell, lease, sublease
and operate cooperative apartments, and

WHEREAS, the Lessor is the owner of a certain 99-year lease
on the following described land and apartment building and all improvements
and all appurtenances thereunto attached or belonging, legally described as:

Lots 12 and 13 in Block 7, LAKESIDE
SUBDIVISION, according to the Plat
thereof, recorded in Plat Book 23, Page
38, of the Public Records of Broward
County, Florida,

WHEREAS, the issued and outstanding shares of capital stock
of the Lessor corporation consist of Twenty (20) shares of common stock of
the par value of \$25.00 each, and the Lessee is the owner and holder of One
(1) share of said common stock, and by reason of such ownership and pursuant
to the By-Laws of the Lessor corporation and resolution of its Board of
Directors, is entitled to a lease of the apartment hereinafter described.

Apartment Leased: NOW, THEREFORE, in consideration of the
premises, and the covenants, agreements, conditions, and provisions hereinafter
set forth upon the part of the Lessee to be kept, performed and fulfilled, and the

payment in advance by Lessee of the first monthly payment of the Lessee's prorate share of the assessment determined by Lessor, and estimated to be \$_____ for such first month, receipt of which is hereby acknowledged by Lessor, the Lessor has leased, and by these premises does hereby lease unto the Lessee, Apartment No. _____, in the FAIRBANKS TERRACE APARTMENT Building above described.

Term of Lease: TO HAVE AND TO HOLD the above numbered apartment unit situated on the above described premises as a private dwelling apartment by the Lessee and his immediate family, guests, servants and approved sub-tenants, during a term, unless sooner terminated, as hereinafter provided, beginning on the _____ day of _____ in the year A. D., _____, and ending on the 31st day of January of the year A. D., 206 1, yielding possession thereof as hereinafter provided.

1. Underlying Lease: It is understood and agreed that the main apartment building of which the demised apartment unit is a part, as well as the aforesaid land upon which said apartment building is located (including all improvements thereon) are covered by and subject to a certain lease dated February 14, 1961, and recorded in Official Records Book 2293, Page 133, of the Public Records of Broward County, Florida and a sublease between JOSEPH BATTAGLIA and FAIRBANKS TERRACE, INC. (herein sometimes referred to as the "Underlying Lease"), and Lessee hereby acknowledges receipt of a written copy of said Underlying Lease. Lessee acknowledges that his rights with respect to the demised premises and the rights of Lessor herein are in all respects subject to the terms and provisions of said Leases. Lessee acknowledges that he has been informed by Lessor that Lessor's obligations under said Underlying Lease include the obligations to pay an annual rental in the amount of at least _____ a year.

2. Assessments: (a) The Board of Directors of Lessor, without any action or concurrence of the shareholders of Lessor, shall have the right from time to time to determine assessments upon the Lessees of apartment units

of the FAIRBANKS TERRACE APARTMENT Building; such assessments to be in such amounts as the Board of Directors in its discretion may from time to time determine to be necessary, appropriate or desirable for the payment of and to provide reasonable reserves with respect to, the costs and expenses of maintaining and operating the Lessor corporation, the FAIRBANKS TERRACE APARTMENT Building, the premises upon which that building is located and all improvements on said premises. The purposes of such assessments shall include, but shall not be limited to the payment of costs and expenses relating to the following; maintenance of the corporate existence of the Lessor; the payment of all rentals and other payments and obligations payable by Lessor as the Lessee under the Underlying Lease; all hazard, liability and other insurance; taxes of all kinds, including but not limited to special real estate assessments and general property taxes; repairs; replacements; maintenance; operation; salaries of a manager and all other employees; care of grounds and operation of pool. Notwithstanding that an assessment has been determined for any given fiscal year or any portion thereof, the Board of Directors shall have the right to determine and levy additional assessments whenever, in the judgment of said Board such additional assessments are necessary, appropriate or desirable. In the making of any such additional assessments (hereinafter sometimes referred to as "special assessments"), the Board shall have the same authority as with respect to regular assessments.

(b) In determining the amount of any assessment, the Board of Directors shall be entitled to take into account the following principles to assure the continuing solvency of Lessor:

Costs and expenses of operations and maintenance as described in Paragraph 2 (a) hereof, must be paid in cash as the same become due and payable. Lessor has no assets, income or resources for the payment of costs and expenses other than amounts actually paid by Lessees of demised apartment units. The objective in determining the amount of an assessment is the raising on a current basis of an amount of cash sufficient to meet those requirements. Accordingly, in determining the amount of the assessment, the Board of Directors shall have the right to include a

reserve sufficient in amount to offset such non payment (for any reason whatsoever) by Lessees of demised apartment units, as the Board of Directors may in its judgment reasonably anticipate, in addition to all other proper reserves.

(c) It is understood and agreed that JOSEPH BATTAGLIA shall pay any prorata share of an assessment attributable to an apartment unit in the FAIRBANKS TERRACE APARTMENT Building which has at the time of such assessment never been leased by FAIRBANKS TERRACE, INC., It is further understood and agreed that once all apartments are leased for the first time, JOSEPH BATTAGLIA shall be relieved of the responsibility of paying any assessments.

(d) The rights of the Board to make regular or special assessments shall not in any event pass to any receiver or creditor of the Lessor.

(e) All assessments at any time, or from time to time determined by Lessor shall be prorated among the Lessees of apartment units in the FAIRBANKS TERRACE APARTMENT Building.

(f) The Lessee agrees to pay his prorata share of each assessment to the Lessor at the principal office of the Lessor at Pompano Beach, Florida, or at such other place as the Lessor shall designate and on such annual, quarter-annual, monthly or other basis as may be determined by the Board of Directors.

(g) Lessor shall give at least ten days' written notice to Lessee with respect to Lessee's share of any assessment determined by the Board of Directors, such notice to be addressed to the Lessee at his apartment in the FAIRBANKS TERRACE APARTMENT Building or at such other address as to which Lessee may from time to time advise Lessor in writing.

(h) Lessee shall pay his prorata share of any assessment within fifteen days of its due date, as specified by the Lessor Board of Directors. If such payment is not received by Lessor within said fifteen day period, Lessee will pay an additional charge of One Dollar per day for each day the payment is delinquent beyond the fifteen day grace period.

(i) The determination by the Board of Directors of the amount of any regular or special assessment for any purpose set forth or described or referred to in this Paragraph 2 of this lease, shall not be subject to approval, amendment, or any other action, challenge, review, or change by the share holders of Lessor or any of them; such determination shall be final, binding and conclusive on Lessor, Lessor's shareholders, Lessees of apartment units and all other persons whatsoever.

(j) The Lessee shall be obligated to pay the amount of the assessment levied and determined by Lessor and its Board of Directors, prorated as herein provided, regardless of the extent to which he uses or does not use any area or facility located on or constituting a part of the FAIRBANKS TERRACE APARTMENT Building or premises of which it is a part.

3. Lessor Agrees to Maintain First Class Apartments: Subject to the Lessee's prompt payment of assessments due and payable under this lease, and subject to this lease being in good standing, the Lessor agrees to maintain the exterior of the main apartment building and the accessory buildings and other improvements placed on the leased premises and agrees to manage the leased premises as a first class apartment building and grounds as follows:

The Lessor agrees to keep in good repair the foundations, walls, supports, exterior of Lessee's apartment unit and the main apartment building, including the roof thereof and all lands surrounding same, the swimming pool, and all main or principal pipes and conduits for carrying water, gas or electricity to the several apartment units and all existing plumbing, heating and other existing apparatus outside the exterior walls of said apartment units. Lessee agrees at all reasonable times to allow the representatives of the Lessor to enter and inspect the inside of the Lessee's apartment unit for the purpose of determining the character of any needed exterior repairs or for determining the necessity of making the same, and upon reasonable notice, Lessee agrees to permit Lessor to remove such portions of the wall, floors and ceiling of Lessee's apartment unit as may be required for the purpose of making such repairs; all portions to be so removed to be replaced as soon as possible in as good condition

as before. All such repairs shall be at the expense of the Lessor, except as herein otherwise provided.

4. Lessee's Acceptance of Premises: Lessee accepts his demised apartment unit in the main apartment building and the grounds and all improvements thereon in their present condition. Any change requested by Lessee to be made and permitted to be made by Lessee under the terms of this lease shall be at the Lessee's expense.

Lessee understands and agrees that said main apartment building and other improvements on the leased premises were constructed by JOSEPH BATTAGLIA. Lessee understands and agrees that the general contractor has fully completed its construction contract and Lessor has accepted said improvements as fully completed and Lessee agrees he has no right, against JOSEPH BATTAGLIA or any other person, firm or corporation to demand further construction work to be done on the demised apartment unit, or on the FAIRBANKS TERRACE APARTMENT main building and service building, or on any other part of the premises of which said buildings are a part.

5. Insurance Coverage: The Lessor agrees to keep the main apartment building, the service building, and all accessory buildings now or hereafter placed on the leased premises, insured against loss or damage by fire or windstorm in such amounts as the Board of Directors of the Lessor corporation shall determine to be necessary and adequate in amount.

In case a portion or the whole of the main building, or any accessory building, is damaged by fire or explosion or other casualty, an appraisal of the damage done to each separate Lessee's apartment unit or to the accessory building shall be made by Lessor's Board of Directors and any insurance collected by the Lessor on account of said damage shall be expended proportionately to each apartment unit in repair of the damage done to it and to said accessory building, or shall be otherwise expended, or applied, as may be determined by the Board of Directors of the Lessor corporation.

6. Conditions Upon Which Lessor May Sell Its Leasehold Interest:
The Lessor covenants and agrees with the Lessee that the Lessor will not sell

its leasehold interest, or any portion thereof in the demised apartment or apartment building or the land occupied thereby, or any part thereof, without the consent in writing at the time of such sale, of not less than 75% in number of the Lessor corporation stockholders.

7. Lessor May Not Encumber Premises: Lessor agrees that it cannot and will not in anywise encumber the demised premises, or its leasehold interest therein by mortgage or otherwise.

8. All Leases Shall Be the Same: The Lessor further covenants and agrees that all leases of said apartment units in said apartment building entered into between the Lessor and stockholders shall contain the same covenants and agreements as herein set forth, or as are hereafter amended, in accordance with the Lessor corporation By-Laws, except as to the date of the lease, the amount of the first quarterly assessment collected, and the beginning date of the lease term.

9. Lessor Agrees to Keep Records: The Lessor agrees to maintain books of account in accordance with recognized accounting practice and agrees to permit access to such books of account by the Lessee or his authorized representatives at such times and under such conditions as may be authorized by the Board of Directors of the Lessor. The Lessor agrees that it will annually render to Lessee a statement of all receipts and disbursements and should any one or more stockholder desire an audit be made of the Lessor's books and records, the same may be made at reasonable times by any Certified Public Accountant provided the expense thereof is borne by the stockholder or stockholders requesting such audit.

10. House Rules: The Lessor may at any time, by resolution of its Board of Directors, establish House Rules for the management and control of said buildings, not inconsistent with the Charter and By-Laws of the Lessor corporation, and change the same from time to time. It is agreed that this lease shall be, in all respects and at all times, subject to said House Rules and those hereafter established, and to the By-Laws of the Lessor corporation, to the same extent as if they were written herein and the Lessee covenants to obey all such rules and to require them to be obeyed by the members of Lessee's family, guests, agents and employees; provided however, that all such By-Laws, rules

and regulations shall affect all leases to stockholders uniformly.

11. Use for Private Residence Only: The Lessee shall not, at any time during the term of this lease, use or permit the use of any part of the demised premises for any purpose other than as a private residence for Lessee and family, and shall not use Lessee's apartment for any purpose that will injure the reputation of said building or disturb the tenants thereof, and Lessee shall not suffer anything to be done or kept therein which will increase the rate of fire insurance upon said building or the contents thereof, or do anything which will interfere with the rights of other tenants or obstruct the common walks, parking areas, or stairways leading out of said buildings, or the swimming pool area, or annoy other tenants by unreasonable sounds or otherwise. Lessee agrees to comply with all regulations and requirements of the County and State Health Departments and of any other governmental authority. If, by reason of any use of said premises by the Lessee, the rate of fire insurance on the building shall be increased, the Lessee shall be personally liable to the Lessor for the increased cost of insurance, which increase shall be added to Lessee's assessment and collected with the next assessment as a special assessment to be paid by Lessee.

12. No Structural Changes Permitted: The Lessee agrees not to make any structural alterations in or additions to said demised premises, or any changes, alterations or additions in or to the exterior of said building, or any part of the interior thereof, except with the previous written consent in each case of the Board of Directors of the Lessor.

If any of the stoves, refrigerators or other fixtures in said apartment when possession is given Lessee, are thereafter removed, Lessee agrees to replace them with articles of equal or better size, design and quality.

13. Lessee Liable for Damage to Interior: Lessee agrees at his own expense to keep the interior of the demised apartment unit in good condition and repair and in keeping with the character of the rest of the main building.

Lessor shall be chargeable for any damage caused to the interior of any apartment or its contents by leakage or overflow of water, gas, steam or

vapor from any water, drain or gas pipe or electric conduits or from any other source belonging or appertaining to any other part of said building which is under lease unless the repairs are necessitated or the damage caused by the neglect or fault of the Lessee or his guests. The Lessee shall be liable for any willful damage done to, or committed upon exterior walls or to the common grounds or exterior improvements, or any other part of the common property not leased individually to Lessee hereunder, whether done by Lessee himself, or by any other person on the Lessor's premises with Lessee's consent. Should the Lessee at any time refuse or neglect for thirty days after written notice from Lessor to make the interior repairs which the Lessee is required to make, or to maintain said demised premises in good conditions and repair; the Lessor may make such repairs or place said demised premises in proper condition, and may enter, or cause its agents or servants to enter, upon the demised premises for that purpose, and all expenses incurred by the Lessor in doing so shall be added to the assessment on said Lessee's premises and paid by Lessee as a part of the next due assessment installment.

Any damage caused to the decorations in Lessee's apartment because of leaks in the roof of the building or from concealed pipes or plumbing shall be borne by the Lessor, and any such damage caused by leaking water pipes or any other cause from within another apartment other than Lessee's shall also be borne by Lessor, except upon neglect or fault of the Lessee from whose apartment said damage was caused.

14. Lease and Stock Interest Must Not Be Separated: This demise is made to the Lessee as the owner of a unit of the capital stock of the Lessor (which unit consists of one share of common stock having a par value of \$25.00, evidenced by the Stock Certificate of said Lessee). Neither this lease nor the rights of the Lessee hereunder, shall be assigned or transferred except upon the simultaneous transfer of said unit of stock and except to the stock transferee; provided however, an apartment may be sub-let for a period not exceeding one year without transfer of the unit of stock to the sub-tenant being made. Shares of Lessor stock shall only be transferred as a unit. Upon transfer of the unit

of stock represented hereby, all rights of the Lessee hereunder shall cease and determine forthwith. Upon the transfer of said unit of stock upon the books of the Lessor, all rights of the Lessee hereunder, shall pass to the transferee of said unit of stock, except that the said stock transferee, his heirs, legal representatives, or assigns shall not have any right to occupy said apartment or premises unless and until the consent of the Directors of the Lessor to this assignment of the lease to said stock transferee shall be first had and obtained in the manner hereinafter provided in paragraph 16 (a).

15. Limitations on Stock and Ownership thereof: It is agreed the share of capital stock of the Lessor corporation held by the Lessee in connection with the allotment of his apartment has been acquired subject to the following conditions agreed upon with the Lessor and with each of the other owners of its issued Twenty shares of capital stock:

(a) The share represented by each certificate is transferable only as an entirety.

(b) No sale or transfer of the share of capital stock represented by this certificate and no assignment of any stockholder's lease issued by this corporation shall be made except by written consent and majority vote of approval by the Board of Directors of the Lessor corporation.

(c) No one acquiring a share of stock of Lessor corporation by purchase or gift or operation of law, shall acquire title to this lease nor the right to assignment thereof nor right to a new stockholder's lease without the written consent of a majority of the Board of Directors of the Lessor, except as modified by the terms of paragraph 25 in case of owner's death.

16. Assignment or Sub-Lease of Lease by Lessee: The Lessee shall not assign this Lease nor sub-let the demised premises, nor any part thereof, except on the following terms and conditions:

(a) The Lessee may assign the leasehold estate hereby created only with the previous consent of a majority of the Board of Directors of the Lessor, given pursuant to resolution adopted at any meeting of said Board of Directors, duly and regularly called for that purpose, or upon the

approval of a majority in number of the stockholders represented at a special meeting of the stockholders of the Lessor called for that purpose in accordance with the By-Laws of said Lessor; provided the assignee shall also simultaneously acquire the Lessee's unit of stock of the Lessor corporation as hereinbefore provided, and shall have, in writing, assumed all the obligations of the Lessee hereunder, and shall have delivered to Lessor a duplicate of such assignment and assumption, duly executed by the Lessee and the assignee. Upon an assignment made in accordance with the provisions hereof, the lessee so assigning shall be relieved from all liability thereafter accruing hereunder.

(b) The stockholder desiring to make assignment of his lease shall make written application to the Board of Directors giving the name, address and occupation or business of the party to whom he proposes to assign his lease, together with any other information reasonably required by the Board of Directors. The Board of Directors shall pass upon the application within ten (10) days from the date of its receipt, and the decision of the Board of Directors shall be final and conclusive; except that in case the application is refused by the Directors, the stockholders in interest shall have the right to appeal to the stockholders as hereinbefore provided, and the action of the stockholders upon such appeal shall be final and conclusive. If such assignment is approved by the Directors, or is approved upon appeal to the stockholders as hereinabove provided, the applicant shall surrender his certificate of stock to the Lessor, and a new stock certificate shall be issued and delivered to the assignee.

(c) The Lessee may sub-let his apartment without transferring his unit of stock for periods not exceeding one (1) year at a time, but only with the previous written consent of the Board of Directors of the Lessor, pursuant to resolution of said Board adopted at any meeting duly and regularly called for that purpose, and by such form of sub-lease as shall be approved by the Board of Directors. Such approval, however, shall not operate to relieve the Lessee hereunder of any obligation for the payment of assessments or otherwise, but shall only be an approval of the sub-tenant as an acceptable occupant of the apartment. In case such consent is refused by Lessor's Board of Directors, the

stockholder so applying shall have the right to appeal to the remaining stockholders in the same manner and with the same effect as hereinbefore specified.

Any attempted assignment of this lease or sub-letting of said premises otherwise than in accordance with the provisions hereof shall be null and void, and shall be considered a default under this lease.

17. Commercial Use of Apartments Prohibited: Said Lessee's apartment shall not be used for a school, or to give instructions in music or singing, or for any other professional, commercial or gainful purpose, and said apartment shall not be offered for sale or lease by placing notices on any door, window, or wall of the building, nor by advertising the same directly or indirectly in any newspaper or otherwise by any person other than Lessor.

18. Certain Remedies of Lessor: (a) Subject to the provisions stated in this lease, Lessor shall have the right, at its option, to sell, transfer and assign Lessee's interest in this lease and in the share of stock issued by Lessor, in the event that there shall occur any one of the following events or contingencies:

(1) If the Lessee shall remain in default for a period of thirty (30) days after written notice of default from Lessor, in the payment of his prorata share of any regular or special assessment made by the Lessor.

(2) If the leasehold interest of the Lessee, or if the Lessee's stock interest in the Lessor corporation shall be taken on execution or other process of law.

(3) If the Lessee shall petition to be, or shall be declared a bankrupt, or insolvent, according to law, or shall make an assignment for the benefit of creditors.

(4) If the Lessee shall breach any of his covenants or agreements or undertakings contained in this lease and such breach shall continue for thirty (30) days after written notice of default is given by Lessor to Lessee.

(5) In case the Lessee hereunder shall at any time during the term of this lease cease to be the owner of said share of stock issued by Lessor, other than by reason of death of Lessee.

(6) In case at any time it shall be determined by Lessor, by resolution adopted by a majority vote of its shareholders (as defined in paragraph 29 of this lease) at a shareholders' meeting duly called to take action on the subject that because of conduct deemed objectionable by Lessor on the part of Lessee, or of a person dwelling in or visiting the demised apartment unit, the tenancy of the Lessee is undesirable; it being understood by way of illustration and not limitation, that the repeated violation of the covenants, agreements or undertakings of this lease, or disregard of the House Rules and regulations as herein provided, or the permitting or tolerating of a person of dissolute, loose or immoral character to enter or remain in the building or demised premises shall be deemed to be "objectionable conduct".

(b) Upon the occurrence of any event set forth in Sub-paragraph 18 (a) (1) through and including 18 (a) (6), or any of them, Lessor shall have the right to sell Lessee's right, title and interest in and to this lease, together with Lessee's share of stock, to such person, for such amount, on such terms and at such time as Lessor's Board of Directors may determine in its absolute discretion. It is expressly provided that such sale may be either public or private (with or without advertising or prior notice of any kind); that the Lessor may be the purchaser of such sale and that use of the terms of sale may, but need not be the exoneration of the purchase with respect to any liability accruing against the Lessee prior to the purchase by such purchaser. Upon the execution of documents of sale, transfer or assignment to such purchaser by Lessor, whether or not such purchaser be the Lessor, Lessee shall have no further right whatsoever in or to this lease, the terms thereof, the possession or occupancy of the demised apartment unit or his share of stock in Lessor, except as herein expressly provided with respect to the payment to Lessor of the surplus proceeds of sale in Sub-paragraph 18 (g) hereof.

(c) In the event that Lessor shall have at any time the right to sell, assign, and transfer the right, title and interest of Lessee as set forth in Sub-paragraph 18 (a) hereof, Lessor may, pending such sale, sublease the demised apartment for the account of Lessee to such person, for such rent,

for such period of time and on such terms and conditions as Lessor may determine in its absolute discretion.

(d) In the event that Lessor shall have at any time the right to sell, assign and transfer the right, title and interest of Lessee, as set forth under the provisions of Sub-paragraph 18 (a) of this lease, Lessor shall have the right, but not the obligation prior to such sale, or prior to subleasing the apartment under Sub-paragraph 18 (c) above, to re-enter the demised apartment, or to recover possession of the demised apartment by such legal proceedings as are provided by law, without relieving Lessee of his duties and obligations under the terms of this lease, or terminating this lease.

(e) In connection with any sale, assignment or sublease of Lessee's right, title and interest in and to this lease, and sale of said share of stock, as provided in this Paragraph 18, Lessee does hereby irrevocably appoint and constitute Lessor its agent and attorney in fact to execute on behalf of Lessee such instruments and documents as Lessor may in its discretion deem necessary, appropriate or desirable to effect such sale, assignment or sub-lease as the case may be.

(f) In the event that Lessor shall at any time have the right at its option to sell, assign and transfer Lessee's interest in this lease, together with his said share of stock, as provided in sub-paragraph 18 (a) hereof, Lessor shall have the right at its option, in the alternative, to terminate the term of this lease. In the event of the termination of the term of this lease by Lessor pursuant to the provisions of this Sub-paragraph 18 (f), Lessor shall have the right to enter into a new lease covering the demised apartment, and may sell Lessee's share of stock in Lessor corporation to such person purchasing the new lease for such amount, on such terms and at such time as Lessor may determine; provided however, that such new lease shall be in the same form as all other leases then applicable to apartment units in the FAIRBANKS TERRACE APARTMENT Building.

(g) In the event of the sale, assignment or transfer of this lease and the share of stock in the Lessor under the provisions of Sub-paragraph

18 (b) hereof, the proceeds of such sale, assignment or transfer, after deduction therefrom of the amounts set forth in Sub-paragraph 18 (h) hereof, shall be paid to Lessee. In the event of the termination of this lease under the provisions of Sub-paragraph 18 (f) hereof and the execution of a new lease by Lessor, any amounts received by Lessor, other than amounts payable to Lessor under the provisions of the lease executed by Lessor with the new tenant, after deduction of all amounts set forth in Sub-paragraph (18) (h) hereof, shall be paid to Lessee. In the event that the Lessor shall purchase the right, title and interest of Lessee in this lease and in the said share of stock as provided in Sub-paragraph 18 (b) hereof, Lessor shall be liable to Lessee for the then current fair market value of this lease as such value may from time to time exist, and the determination of such value by the Board of Directors of Lessor shall be conclusive on the parties unless Lessee is able to establish that such valuation by said Board of Directors is grossly inadequate or fraudulent.

(h) In the event that Lessor is at any time obligated to Lessee under the provisions of this paragraph 18 for the payment of the proceeds of any sale (whether such sale be to Lessor or any other person), or for any proceeds resulting from a sub-lease, or for any amount under sub-paragraph 18 (g) hereof, Lessor shall be entitled to deduct from such proceeds, or amounts, all amounts due to Lessor from Lessee under the terms of this lease, whether for assessments or otherwise, all costs of sale or sub-leasing or execution of new lease, and all costs incurred in procuring the same, as the case may be, all costs incurred by Lessor in connection with any re-entry or recovery of possession, and all other amounts owed to Lessor from Lessee for any reason whatsoever. For the purpose of this lease "costs" shall be deemed to include, but not be limited to attorneys' fees for either consultation or representation. Lessee shall be liable to Lessor for all amounts which Lessor may be entitled to make a deduction under this sub-paragraph 18 (h).

(i) Neither the sale, assignment or transfer of this lease, nor the termination of this lease, nor the execution of a sub-lease, or a new lease, with respect to the demised apartment, nor the re-entry or recovery of possession

of the demised apartment unit, nor any of these events, shall be deemed to discharge any liability of Lessee to Lessor that may have accrued prior to such sale, assignment, transfer, lease, sub-lease, termination, re-entry or recovery of possession, as the case may be, and all such accrued liabilities of Lessee shall remain due and owing.

(j) In the event of the sale, assignment or transfer of Lessee's interest in this lease and the said share of stock as provided in Sub-paragraph 18 (b) hereof, or in the event of the termination of this lease and the execution of a new lease with respect to the demised apartment unit, Lessee shall have no further liability or obligation to Lessor by reason of this lease, except for accrued liabilities described in Sub-paragraph 18 (i) hereof, and except for amounts which may be deducted under Sub-paragraph 18 (b) hereof.

(k) For the purpose of this paragraph 18, notice of default or any other notice to Lessee or to any other person shall be deemed to have been given upon the mailing of such written notice by Registered Mail, Return Receipt Requested, with postage prepaid, addressed to the addressee in accordance with the provisions of paragraph 21 of this lease.

(l) The rights, options and privileges of Lessor under the provisions of this paragraph 18 shall not be deemed in derogation of Lessor's rights, options and privileges elsewhere provided in this lease, or provided by common law or statute. Without limiting the generality of the foregoing, Lessor may enforce its rights against Lessee in the event of the occurrence of any of the events or contingencies set forth in Sub-paragraph 18 (a) hereof, or in the event of any breach of any provisions of this agreement as provided by law. The rights of Lessor shall be cumulative and the exercise of any right, option or privilege by Lessor under the provisions of this agreement, or as may by law be provided, shall not be deemed to waive or otherwise interfere with any other right, remedy, option or power of the Lessor under the provisions of this lease or as by common law or statute provided. Without derogation from the rights, remedies, options and powers of Lessor under this lease, or as provided by law, Lessor shall have all the rights of a landlord against a tenant and against the furniture, furnishings

and properties of a tenant in connection with all amounts for assessments or otherwise due to Lessor from Lessee under the terms of this lease,

(m) Lessee's rights with respect to this lease, the apartment unit herein demised, the possession of said apartment unit, and the ownership of said share of stock are subject to all of the provisions of this lease, including but not limited to, this paragraph 18.

19. Pets Prohibited: The Lessee agrees that he will not keep or permit to be kept in or about the premises, any dog, cat or other pet, except upon written permission of the Board of Directors of the Lessor corporation. It is understood and agreed that such permission will be withdrawn if any such pet becomes a nuisance to the other neighboring tenants.

20. Corporation Stockholders, Officers and Directors, not Personally Liable: None of the owners, present or future, of the stock of the Lessor corporation nor any Directors or officers, present or future, of said Lessor corporation shall be personally liable upon any of the covenants of the Lessor, or agreements of the Lessor contained in this instrument.

21. Service of Notice: Any notice to be served on the Lessor or Lessee hereunder shall be deemed to have been duly given if either delivered personally to any officer of the Lessor, or to the Lessee by delivering or mailing said notice by United States Registered Mail, postage prepaid, addressed to the Lessee at the FAIRBANKS TERRACE APARTMENT Building, provided however, that the Lessee may give the Lessor from time to time in writing, a notice of change of address for this purpose, and in that event, such new address shall be used in mailing such notice.

22. No Representations Outside this Lease: The Lessor has made no representations or promises relative to the apartment building or to the apartment, except those contained herein.

23. Words "Lessor" and "Lessee": References herein to the "Lessor" shall be deemed to include its successors and assigns, and the references herein to "lessee" or a stockholder of the Lessor shall be deemed to include the heirs, executors, administrators, legatees and assigns of the Lessee and of

such stockholder, and although the above terms are expressed in the singular number, it shall nevertheless be taken to apply to the persons appearing as the actual Lessees hereunder, whether one or more, male or female,

24. Lessee Pays Cost of Collection and Attorney Fees: The Lessee shall pay and discharge all reasonable costs, expenses and attorneys' fees which shall be incurred or expended by the Lessor in collecting any delinquent assessments under this lease, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

25. Death of Lessee: In case of the death of the Lessee, the surviving spouse, if any, and if no surviving spouse, the other member or members of the Lessee's family residing with Lessee at the time of his death, may continue to occupy said apartment for a period of eighteen months after the death of Lessee upon the terms, covenants, provisions and conditions specified in this lease, including those relating to occupancy and payment of assessments; and if such surviving spouse or other member or members of decedent Lessee's family shall have succeeded to Lessee's right and interest in said shares of stock, and shall within said eighteen months produce proper evidence thereof, said shares of stock shall be transferred to such successor and a new lease in substantially the same form of this lease executed accordingly. In the event said decedent Lessee shall have conveyed or bequeathed his shares of stock and lease to some designated person other than his surviving spouse or member of his family, or if some other person is designated by decedent's legal representatives to receive said stock and lease, the Lessor shall within thirty (30) days after written request so to do, accompanied by proper evidence of rightful designation, express its refusal or acceptance as tenant and stockholder of the individual so designated. If the Lessor shall consent, said share of stock and lease may be transferred to the person designated, who shall thereupon take over all rights and obligations of the decedent, subject to the right of occupancy in the surviving spouse or member of decedent's family, if any. If, however, the Lessor shall refuse to consent, the then stockholders of the Lessor shall be given an opportunity, during thirty (30) days next after said last abovementioned thirty days, to purchase for cash said

stock and lease at the then fair market value thereof, and should the parties hereto fail to agree on the value of such shares and lease, the same shall be determined by appraisers, one appointed by the Lessor and one by the said designated person or the legal representative of the Lessee, who failing to agree, shall choose a third; whereupon the value shall be fixed by any two of such appraisers. If any of the parties should fail or refuse to appoint any such appraiser, he may be appointed by the senior Judge of the Circuit Court of the Fifteenth Judicial Circuit, in and for Broward County, Florida, upon ten (10) days' notice on petition of any party in interest; and the expense of appraisal shall be paid by the said designated person, or the legal representative of the Lessee, out of the amount realized from the sale of said share and lease. If the then stockholders do not exercise the privilege of purchasing said stock and lease within such period and upon such terms, the person so designated, or the legal representative of the Lessee, may sell, transfer or assign said stock and lease, but the sale, transfer or assignment of said stock and lease shall be subject in all other respects to the provisions of this lease and the Charter and By-Laws of the Lessor corporation.

26. Amendment of Lease: This lease may be amended by approval of a majority of the stockholders voting in person, or by proxy, at any regular or special meeting of the stockholders called for that purpose at which a quorum is present, provided at least fifteen (15) days' written notice is given to each stockholder, setting forth the proposed amendment to be acted upon; provided however, that no such amendment shall be effective which shall in any respect amend the Stockholders' Lease then outstanding unless the corresponding provisions of all outstanding Stockholder's Leases shall be amended in the same manner. Notwithstanding any other term or provision of this lease or of the By-Laws of Lessor, no amendment shall be made with respect to the power of the Lessor to determine the amount of proration of any assessments, if such amendment would in any manner, or to any extent, interfere with or adversely affect the ability of Lessor to meet its obligations as set forth or referred to in the Underlying Lease referred to in paragraph 1 hereof.

27. Approval of Charter and By-Laws of FAIRBANKS TERRACE, INC.: Lessee acknowledges that he has read a true copy of the Corporation Charter of FAIRBANKS TERRACE, INC., on file in the office of the Secretary of State of the State of Florida, and also a true copy of the By-Laws of said corporation, and does hereby approve said Charter and By-Laws.

28. Severability of Covenants: Should any provisions or covenant of this lease be determined to be unenforceable by any Court of the State of Florida having competent jurisdiction, such unenforceable provisions shall be considered severed from this lease and the remainder of this lease shall remain in full force and effect the same as if said unenforceable provision was never a part of this lease. This lease shall in all events be enforced and construed under the laws of the State of Florida.

29. Meaning of "Majority Vote" and "Quorum": Whenever herein reference is made to a "majority" or "majority vote" of shareholders of FAIRBANKS TERRACE, INC., it shall be deemed to mean a majority of stock actually voted at any meeting where a quorum is present and at which such voting occurs. It is understood that a "quorum" of stockholders shall mean a majority of all outstanding shares of stock of FAIRBANKS TERRACE, INC. The term "vote" or "voting" means voting in person or by written proxy.

30. Miscellaneous: (a) Whenever in this lease there is referred to any determination or other action by Lessor or by the Board of Directors of Lessor, such determination or other action, except as otherwise specifically and expressly provided in this lease, shall be made or taken by a majority of the Board of Directors of the Lessor, without the concurrence, review or other action of the shareholders of Lessor, or any of them.

(b) Any sums whatsoever heretofore paid by Lessee in connection with this lease or the demised apartment unit, or the said share of stock, but not provided for in this lease, shall not be deemed to be a discharge of any obligations or undertaking of Lessee, as set forth in this lease.

(c) Lessee will pay for the cost of electricity and telephone used in the demised apartment unit.

(d) Article and paragraph headings shall not be deemed to be part of the provisions of such articles, and paragraphs or to have any effect upon the construction thereof, but the same are inserted for the purpose of reference only.

31. THIS LEASE shall be and is binding upon the Lessor, its successors and assigns, and upon Lessee, his heirs, successors, assigns and personal representatives.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be signed by its President, duly attested by its Secretary, and its corporate seal to be affixed hereto, and the Lessee has executed this instrument under seal, the day and year first above written.

FAIRBANKS TERRACE, INC.

BY: Joseph Battaglia (SEAL)
President

Attest: Robert M. Cunningham (SEAL)
Secretary

LESSOR

_____(SEAL)

_____(SEAL)

LESSEE (S)

Witnesses:

As to Lessee (s)

ADDENDA

JOSEPH BATTAGLIA, joins in this lease solely to contract to carry out its obligations contained in Paragraph 2(c) of this lease, and for no other purpose.

Joseph Battaglia (SEAL)
JOSEPH BATTAGLIA

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

On this 17th day of May, A.D., 1960

before me personally appeared JOSEPH BATTAGLIA and ROBERT P. HARRINGTON, President and Secretary respectively, of FAIRBANKS TERRACE, INC., who being by me duly sworn, did say that they are the officers of said corporation, duly organized under the laws of the State of Florida; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that the instrument was executed on behalf of the corporation by authority of its Board of Directors; and they acknowledged the instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal at Pompano Beach in the County of Broward and State of Florida, the day and year first above written.

Notary Public, State of Florida at Large

My Commission Expires: _____

STATE OF)
)
COUNTY OF)

On this _____ day of _____, A.D., _____

before me personally appeared _____, to me well known to be the person(s) described in and who executed the foregoing instrument, and _____ acknowledged that _____ executed the same as _____ (free act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal at _____, in the County of _____ and State of _____, the day and year first above written.

Notary Public

My Commission Expires: _____

Resolution to be adopted by lease owners of apartment units in
Fairbanks Terrace, Inc.

WHEREAS, the original charter and By-laws of Fairbanks Terrace, Inc.
was filed in the office of the Secretary of State of Florida on June 5, 1961, said
charter providing that the corporation was formed as a "corporation not for profit"
and

WHEREAS, despite said "corporation not for profit" provision and because
stock certificates were issued to each apartment lease owner as well as 99 year
proprietary leases for each apartment, the Florida Comptroller insisted that
annual capital stock returns be filed and a capital stock tax paid annually, and

WHEREAS, a new corporate charter was filed with the Secretary of State
in behalf of Fairbanks Terrace, Inc. and which new corporation charter dispensed
with issuance of stock certificates, said new charter having been filed on
August 30, 1966, and

WHEREAS, it is necessary for the corporation to approve formally a new
set of By-laws under which the corporation shall operate

NOW, THEREFORE, on motion duly made, seconded and approved, it is

RESOLVED, that the action taken by all previous Boards of Directors and
pertaining to the filing of such new corporate charter, deleting all reference to
the word "stock" is hereby approved, and it is further

RESOLVED, that the attached proposed new By-laws of Fairbanks Terrace, Inc.
be and they are hereby adopted as the By-laws of Fairbanks Terrace, Inc., and it
is further

RESOLVED, that the said attached By-laws shall be effective retroactively
from August 30, 1966, the date of issuance of the new corporate charter of
Fairbanks Terrace, Inc., and it is further

RESOLVED, that all leases issued to owners of apartment units in Fairbanks
Terrace, Inc. are hereby amended so as to delete from such leases all reference to
the words- stockholder, stock and shares of stock and that such leases shall here-
after be known as owners proprietary leases; and all such existing leases are
hereby approved and ratified as being legally effective with such deletions.

The above resolution upon motion made and seconded was adopted by all Leaseholders
at Annual Meeting held January 31, 1969.

H. G. Skorton
President

E. J. Merritt
Secretary

ARTICLES OF INCORPORATION

OF

FAIRBANKS TERRACE, INC.

WE, the undersigned, jointly and severally agree with each other to associate ourselves and our successors together as a corporation not for profit under the laws of the State of Florida and do hereby subscribe, acknowledge, and file in the office of the Secretary of State of the State of Florida, the following Articles of Incorporation, to wit:

ARTICLE I

The name of the corporation shall be: FAIRBANKS TERRACE, INC.

ARTICLE II

The purpose for which this corporation is organized and general nature of the business or businesses to be transacted by said corporation shall be to buy, sell, lease and sub-lease and to acquire, maintain and operate as fee owner or as leasehold interest, a certain apartment building and the land on which it is situate, in the City of Pompano Beach, Broward County, Florida; which apartment building shall be known as the "FAIRBANKS TERRACE" situate on the following described lands:

Lots 12 and 13 in Block 7, LAKESIDE as Subdivision as recorded in the Public Records of Broward County, Florida, in Plat Book 23, Page 38, together with all riparian rights and improvements thereon,

and furniture, furnishings, equipment and fixtures located in common tenant areas therein; and to make such improvements, additions, alterations, and to erect such additional buildings and structures on said real estate as the corporation may deem best; to acquire such additional real and personal property as the corporation may deem advisable, and to transact all business necessary and proper in connection with said operation of said properties as cooperative apartments; to operate said properties for the sole use and benefit of the apartment lessees, without attempting to make any profit or other gains for the corporation; and to collect by assessment of apartment lessees, necessary sums for taxes, rental payments on the land lease, costs of maintenance and operation of said buildings and properties, plus reasonable reserves for such purpose; said assessments to be paid by said lessees

in proportion to their leasehold interests in one or more apartment units. The corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the Florida Statutes.

ARTICLE III

The corporation shall issue to each person or persons who shall become apartment-lessees in said apartment building known as "FAIRBANKS TERRACE", a 19-year proprietary lease with the corporation as lessor and to such person or persons occupying apartments to be so leased, as lessees. Upon the execution of such lease with the corporation each such person or persons shall automatically become members of the corporation.

ARTICLE IV

The term for which this corporation shall exist shall be perpetual.

ARTICLE V

The place of business and principal office of the corporation shall be at 1105 South Riverside Drive, Pompano Beach, Broward County, Florida, and the Post Office address of the corporation shall be 1105 South Riverside Drive, Pompano Beach, Florida.

ARTICLE VI

The business of the corporation shall be conducted by a Board of Directors, which shall consist of not less than three members, as the same shall be provided by the By-Laws of the corporation.

The members of the Board of Directors shall be elected at the annual meeting of the members of the corporation in compliance with the By-Laws of the corporation. The Officers of the corporation shall be elected annually by the Board of Directors at a meeting held immediately after the adjournment of the annual members' meeting. The date of the annual meeting may be changed by a majority vote of the members at any annual members' meeting or by amendment of the provision of the corporation By-Laws providing for such annual meeting.

ARTICLE VII

That the By-Laws of the corporation shall be made by the within named Directors and may be modified, altered or rescinded by a majority vote of the within

named Directors, but after formal election of Directors and Officers from holders of proprietary leases in the corporation, then by By-Laws of the corporation may be modified, altered or rescinded by a majority vote of such holders of proprietary leases.

ARTICLE VIII

The articles of incorporation may be amended by a majority vote of the members of the corporation.

ARTICLE IX

The names and Post Office addresses of the members of the first Board of Directors and officers who shall manage the affairs of the corporation are as follows:

Harry G. Shorten 1105 South Riverside Drive Pompano Beach, Florida	President and Director
Clinton C. Young 1105 South Riverside Drive Pompano Beach, Florida	Vice-President and Director
Earl Long 1105 South Riverside Drive Pompano Beach, Florida	Treasurer and Director
Jay E. Harris 1105 South Riverside Drive Pompano Beach, Florida	Secretary and Director
George Ferguson 1105 South Riverside Drive Pompano Beach, Florida	Director
Fritz Zundt 1105 South Riverside Drive Pompano Beach, Florida	Director
Rhea Simmons 1105 South Riverside Drive Pompano Beach, Florida	Director

The officers and directors listed above shall hold office for the first year from issuance of the corporation Charter, or until their successors are elected or appointed and have qualified, pursuant to the By-Laws of the corporation.

ARTICLE X

The names and post office addresses of the subscribers to these Articles of Incorporation are as follows:

G. Clarke Worthley	1105 South Riverside Drive Pompano Beach, Florida
Robert P. Harrington	2261 N.E. 36th Street Pompano Beach, Florida
Dorothy K. Craig	2810 N.E. 2nd Avenue Pompano Beach, Florida

STATE OF FLORIDA)
 s.s.
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, this day personally appeared
G. CLARKE WORTHLEY, ROBERT P. HARRINGTON and DOROTHY K. CRAIG, each to
me well known to be the persons who executed the foregoing Articles of Incorporation
and they severally acknowledged to and before me that they executed the same for
the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed
my seal of office, this 26 day of August, 1966.


Notary Public - State of Florida

My Commission Expires: _____



J. Tom Adams, Secretary of State of the State of Florida,
do hereby certify that the above and foregoing is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

PAIRBANKS TERRACE, INC.

a corporation not for profit organized and existing under
the Laws of the State of Florida, filed on the 30th day
of August A. D., 1966 as shown by the records of
this office.

*Given under my hand and the Great Seal of
the State of Florida at Tallahassee, the Capital,
this the 30th day of August
A. D. 1966*

J. Tom Adams
Secretary of State



ARTICLE XI

SPECIAL CHARTER PROVISIONS

SECTION 1: No officer, director, or leaseholder shall be personally liable for any debt or other obligation of the corporation, except as to a leaseholder to the extent of the unpaid portion, if any, of the purchase price for his apartment, or his pro-rata share of the maintenance assessments to pay operational expenses of the cooperative apartments as is provided in his proprietary lease.

SECTION 2: Each leaseholder shall be entitled to one (1) vote and such vote shall be non-cumulative.

SECTION 3: The lease of each lessee of this corporation may be transferred only with the consent of the Board of Directors of the corporation and on the books of the corporation, and then only to persons approved by a majority vote of the Board of Directors.

SECTION 4: The lease owners of this corporation shall be subject to assessment for the costs and expenses of the corporation in operating Fairbanks Terrace, in accordance with the By-Laws of the corporation and the proprietary lease issued to leaseholders. The corporation shall have a continuing lien on each lease of ownership in the corporation to secure the payment of the costs and expenses of operating said cooperative apartments in accordance with the By-Laws of the corporation.

SECTION 5: Each lease owner in the corporation shall be entitled solely by reason of such ownership in the corporation, to occupy an apartment for each lease owned by said person, in accordance with a proprietary lease entered into between the corporation and the leaseholder simultaneously with the issuance of such lease to such person and pursuant to the By-Laws of the corporation.

SECTION 6: The corporation shall not be operated for profit and the lease owners shall not be entitled to any dividends.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals, and caused these Articles of Incorporation to be executed this ¹²14 day of August, 1966.

G. Clarke Worthley (SEAL)
G. CLARKE WORTHLEY
Robert P. Harrington (SEAL)
ROBERT P. HARRINGTON
Dorothy K. Craig (SEAL)
DOROTHY K. CRAIG

By-Laws
of
FAIRBANKS TERRACE, INC.

ARTICLE I
Offices

Section 1. The principal office of the Corporation shall be 1105 South Riverside Drive, Pompano Beach, County of Broward, State of Florida.

ARTICLE II

Seal

Section 1. The Charter of the Corporation filed in the office of the Secretary of State of the State of Florida on August 30, 1966 is hereby ratified and approved.

Section 2. The corporate seal of the Corporation shall be an impression seal, the imprint of which shall be impressed hereon.

ARTICLE III

Leaseholders Meetings

Section 1. All meetings of the leaseholders shall be held in Pompano Beach, Florida at the principal office of the Corporation or some other suitable place in said city.

Section 2. At all meetings, leaseholders may vote either in person or by proxy executed in writing by the leaseholder.

Section 3. A majority in number represented by the leaseholders in person or by proxy, shall be a requisite at all meetings of leaseholders to constitute a quorum for the transaction of business, including the annual leaseholders meeting at which directors are elected.

Section 4. Voting upon all questions at all meetings of the leaseholders shall be one vote for each such leaseholder.

Section 5. At all meetings of the leaseholders, upon demand of any leaseholder entitled to vote, the vote for directors or upon any other question before the meeting shall be by written ballot.

Annual Meeting

Section 6. The annual meeting of the leaseholders of the Corporation, shall be held on the last Friday in the month of January at the principal office of the Corporation in Pompano Beach, Florida, or at such place in Pompano Beach as shall be designated

in the notice of said meeting at 10:00 o'clock A.M., if not a legal holiday and if a legal holiday, then on the succeeding business day, for the purpose of electing directors and for the transaction of such other business as may be brought before the meeting.

Section 7. Written or printed notice of the annual meeting stating the place, day and hour at which it will be held, shall be mailed to each leaseholder of record at his address, as the same appears on the books of the Corporation, at least ten days prior to the meeting.

Section 8. All proxies shall be filed with the Secretary of the meeting before being voted.

List of Leaseholders

Section 9. A full list of the leaseholders entitled to vote at the ensuing election, arranged in alphabetical order, with the residence of each shall be prepared and kept available in the office of the Corporation by the Secretary. The Corporation records shall be the only evidence as to who are the leaseholders entitled to examine such records and said records shall be open for inspection by any leaseholder at any reasonable time.

Special Meeting of Leaseholders

Section 10. Special meetings of the leaseholders may be called by the President, by Board of Directors, or by leaseholders representing 30% of the leaseholders upon giving at least ten days' notice in the manner prescribed for annual meetings, which notice shall state the place, day and hour of such meeting, and the purpose for which the meeting is called.

ARTICLE IV

Board of Directors

Section 1. The business and property of the Corporation shall be managed and controlled by a Board of Directors consisting of at least seven directors who shall be elected annually at the annual meeting of the leaseholders. Commencing with the annual meeting in 1970 two directors were to be elected for two year terms and the three directors for a three year term. Thereafter succeeding directors were to be elected for a three year term and until their respective successors shall have been duly elected and qualified. The number of directors may be increased or decreased from time to

time by the amendment of these By-Laws, but all directors must be leaseholders.

Meetings of the Board

Section 2. Regular or Special Meetings of the Board of Directors shall be held whenever called by the direction of the President or a majority of the directors. The Secretary shall give notice of each special meeting of the Board by mailing or telegraphing the same at least three (3) days before the day of such meeting to each director at his last known post office address, but such notice may be waived by any director. When all the directors shall be present at any meeting, however called or notified, or shall sign a written consent thereto, the acts of such meeting shall be valid as if legally called and notified.

Quorum at Meetings of the Board

Section 3. A majority of the whole Board of Directors provided for in these By-Laws shall be necessary at all meetings to constitute a quorum for the transaction of any business.

Adjournments

Section 4. Whenever at any meeting of leaseholders or directors provided for in these By-Laws, less than a quorum shall be present or represented, such meetings may thereupon be adjourned from time to time by a majority vote of those present or represented, without notice, until a quorum shall be present or represented, provided however, that no adjournment shall be for a period exceeding one month at any one time. Any meeting at which a quorum is present or represented may be adjourned in the same manner for such time as may be fixed by a majority vote at such meeting. At any adjourned meeting, whenever a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

Order of Business

Section 5. The order of business at all meetings of the Board of Directors shall be as follows:

- (1) Roll Call
- (2) Reading of minutes of last meeting
- (3) Consideration of communications
- (4) Resignations and elections
- (5) Reports of officers and employees
- (6) Reports of committees
- (7) Unfinished business
- (8) Original resolutions and new business
- (9) Adjournment

Directors Annual Statement

Section 6. The Board of Directors shall present at each annual meeting, and when called for by the leaseholders at any special meeting of the leaseholders a full and clear statement of the business and condition of the Corporation and shall mail to each leaseholder a written report of the operating expenses of the Corporation and assessments to be paid by each leaseholder pursuant to their leaseholder's leases issued to them by the Corporation.

Leaseholder's Leases

Section 7. The Corporation shall issue to each leaseholder who has been approved as an apartment unit tenant in the Corporation's apartment building, and who has paid in full for a leasehold interest in the apartment unit, either (1) a standard Leaseholder's Lease in the form approved by the Corporation and as amended from time to time; or (2) an assignment thereof in the form approved by the Corporation; or a sub-lease, in the form approved by the Corporation. The form of Leaseholder's Lease, the form of the assignment, and the form of sub-leases are hereby ratified and approved in all respects.

Compensation of Directors

Section 8. Directors, as such, shall not receive any stated salary for their services, provided, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 9. In addition to the powers and authorities by these By-Laws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute, or these By-Laws, directed or required to be exercised or done by the leaseholders.

ARTICLE V

The President

Section 1. The President shall preside at all meetings of the leaseholders and directors; he shall have general and active management of the business of the Corporation; shall see that all orders and resolutions of the Board are carried into effect; shall execute such legal instruments as require a seal, under the seal of the Corporation; the seal when affixed shall be attested by the sig-

nature of the Secretary, Assistant Secretary, or the Treasurer.

Section 2. He shall have general superintendence and direction of all the other officers of the Corporation, and shall see that their duties are properly performed.

Section 3. He shall submit a report of the operations of the Corporation for the fiscal year to the Directors whenever called for by them and to the leaseholders at the annual meeting, and from time to time shall report to the Board all matters within his knowledge, which the interest of the Corporation may require to be brought to their notice.

Section 4. He shall be ex-officio a member of all committees, and shall have the general powers and duties of the supervision and management usually vested in the office of the President of a Corporation.

ARTICLE VI

The Vice President

Section 1. The Vice President shall be vested with all the powers and required to perform all the duties of the President, in his absence, and such other duties as may be prescribed by the Board of Directors.

ARTICLE VII

The Secretary

Section 1. The Secretary shall keep the minutes of the leaseholders and of the Board of Directors' meetings in one or more books provided for that purpose.

Section 2. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.

Section 3. He shall be the custodian of the corporate records and of the seal of the Corporation; shall attest with his signature and impress with the corporate seal all contracts and documents required to be signed on behalf of the corporation and shall perform all such other duties as are incident to his office.

Section 4. He shall keep a register of the post office address of each leaseholder which shall be furnished to the Secretary by such leaseholder.

Section 5. He shall have general charge of the records of the Corporation.

Section 6. In general he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President and the Board of Directors.

Section 7. The Board of Directors may elect an Assistant Secretary, whose duties shall be the same as the Secretary, but he shall be authorized to act in the absence of the Secretary.

ARTICLE VIII

The Treasurer

Section 1. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation, in such depositories as may be designated by the Board of Directors.

Section 2. He shall disburse the funds of the Corporation as ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and Directors at the regular meetings of the Board, or whenever they may require it, an account of the financial condition of the Corporation.

Section 3. He may be required to give the Corporation a bond in a sum, and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation.

ARTICLE IX

Vacancies

Section 1. If the office of any director, or of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification, or otherwise, the remaining directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors, who shall hold office for the unexpired term. If the number of directors in office at any time shall be less than a majority of the number of Directors provided for in these By-Laws, a special leaseholders meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

Officers May Resign

Section 2. Any director or other officer may resign his office at any time, such resignation to be made in writing and to take effect from time of its receipt by the Corporation, unless some time be fixed in the resignation and then from that date.

Section 3. In case of the absence of any officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer, or to any director, for the time being; provided a majority of the entire Board concur therein.

ARTICLE X

Transfer of Leasehold Interest

Section 1. All transfers of leasehold interests in the Corporation shall be made upon the books of the Corporation by the leaseholders in person, or by his legal representative.

Section 2. Assignments of leasehold interests may be transferred only with the consent of the Board of Directors of the Corporation and on the books of the Corporation, and then only to persons approved by the unanimous vote of the Board of Directors.

Section 3. The Board may also close the transfer books for not exceeding forty days preceding the annual meeting of the leaseholders.

Section 4. The Corporation shall be entitled to treat the registered leaseholder as the absolute owner thereof and accordingly shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by statutes in Florida.

Section 5. The ownership and transfer of leasehold interests of this Corporation shall be subject to all the restrictions on ownership and transfer as are set forth in the standard owners proprietary lease, copy of which is attached hereto as Exhibit I.

ARTICLE XI

Inspection of Books and Accounts

Section 1. The books, accounts and records of the Corporation shall be open to inspection by any member of the Board of Directors at all times. Leaseholders shall have the right to inspect

the records and books of account of the Corporation at such reasonable times as the Board of Directors may by resolution designate.

ARTICLE XII

Fiscal Year

Section 1. The fiscal year of the Corporation shall be set by resolution of the Board of Directors.

ARTICLE XIII

Notices

Section 1. All notices required by statute or by these By-Laws, except as otherwise provided, shall be in writing and, when not personally served, shall be deposited in the post office at least ten days before the time fixed for the event whereof notice is given, properly addressed to the last known post office address of the person entitled to such notice.

ARTICLE XIV

Amendments

Section 1. The Board of Directors as set forth in the Corporation Charter, by the affirmative vote of a majority of the members, may alter or amend these By-Laws, but no alteration shall be made by said Board unless the intention to amend these By-Laws is stated in the notice of the meeting, and notice thereof is given to all leaseholders of the Corporation at least ten (10) days before said Board meeting, provided further, that after August 30, 1966, alterations and amendments to these By-Laws shall only be by vote of the leaseholders as provided in Section 2, Article XIV following.

Section 2. The leaseholders may alter or amend these By-Laws by the affirmative vote of a majority of the leaseholders at any annual meeting, or at any special meeting, provided proper notice of such proposed alteration or amendment is given to each leaseholder at least ten (10) days prior to said meeting date.

ARTICLE XV

House Rules and Regulations

Parking

A Parking Space is assigned to each leaseholder. Please respect each resident's rights relative to the use of his or her space.

T.V. Radio, Stereo

Be considerate by keeping sound at a reasonably low volume, especially after 10 P.M. Also late "Good Nights" should

be said quietly.

Pets

Pets are not allowed on the premises.

Children

No children under the age of 18 years are permitted to reside in or occupy any apartment except as a guest. They must then be accompanied by a parent or adult guardian, and it is suggested that the length of stay not exceed two weeks for any one visit.

Guests

For your protection and that of other residents, it is important in your absence to notify a member of the Board of Directors in advance whenever you expect guests to occupy your apartment. This notification should include the names of the guests, the approximate date of arrival, and length of stay. A copy of the Rules and Regulations should be made available to them. This could avoid possible embarrassment to them and to you.

Rental of Apartment

Each leaseholder shall be allowed to rent an apartment to one party only, one time only during the tenure of his or her ownership, for a minimum of four months and a maximum period of one year. The prospective tenant should receive prior approval by the Board of Directors.

Pool Area and Yard

Some of the following regulations are required by State law and others are for reasons of safety and courtesy:

- a. Only tenants and approved guests are permitted use of the pool.
- b. Children under 13 years of age must be accompanied by an adult. Children of diaper age are not permitted in the pool.
- c. All bathers must shower, either in their apartment or at poolside before entering pool.
- d. Persons with long hair should wear bathing caps.
- e. Please do not apply oils or lotions before entering pool.
- f. Pool furniture should be covered when using oils or lotions.
- g. Glass containers of any description are prohibited from the pool area. Use only non-breakable plastic containers.

h. Running, jumping, and behavior contrary to safety standards are prohibited. This includes entire area along waterway.

i. Persons with infectious skin disease are not permitted in the pool.

j. No bathing suits or towels should be hung over railings or from air conditioners to dry.

k. After using lawn furniture, please move it back, away from the intra-coastal and sea-wall area. If left there overnight, there is danger it could be blown into the water.

Windows and Balconies

Nothing will be added to the windows, balcony or outside of the building, permanent or otherwise, to mar the uniform appearance without the consent of the Board of Directors.

I HEREBY CERTIFY that the foregoing By-Laws are those adopted by the Directors at the first meeting of the Board of Directors.

Margaret K. Zenger,
SECRETARY