

Record and Return to:
Jerome R. Schechter, P.A.
888 South Andrews Avenue
Suite 201-A
Ft. Lauderdale, FL 33316

CERTIFICATE OF AMENDMENT TO THE
OWNER'S PROPRIETARY LEASE OF
FAIRBANKS TERRACE SOUTH, INC.

WITNESSETH:

WHEREAS, the Owner's Proprietary Lease of Fairbanks Terrace South, Inc. was duly recorded among the Public Records of Broward County, Florida, in Official Records Book 3703 at Page 915 et. seq.; and

WHEREAS, at a duly called and noticed meeting of the membership of FAIRBANKS TERRACE SOUTH, INC., held on August 5, 2004, at which a quorum was present, the members approved the amendment to the Owner's Proprietary Lease as set forth hereinbelow in the manner provided in the Lease and

NOW THEREFORE, the undersigned hereby certify that the following amendment to the Owner's Proprietary Lease is a true and correct copy of the amendment to the Owner's Proprietary Lease as approved by the members:

AMENDMENT TO THE OWNER'S PROPRIETARY LEASE OF
FAIRBANKS TERRACE SOUTH, INC.

(Additions indicated by underlining, deletions by "----")

IV: Assessments:

(f) Lessor shall give at least ten days' written notice to Lessee with respect to Lessee's increase of any 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 SOUTH, INC. apartment building or at such other address as to which Lessee may from time to time advise Lessor in writing.

(g) Lessee shall pay his their 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~~ a late charge and interest at the maximum rate allowable by law, as amended from time to time.

XV. 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, to the extent not covered by Lessee's insurance, 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 or vendors. 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~~ guests, tenants, invitees or vendors and shall be collectable as an assessment as elsewhere provided in this Lease. 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 condition 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.

XVIII.

(d). Screening Fees The Association may require the payment of a preset screening fee simultaneously with the giving of notice of intention to assign the Lease, said screening fee to be set by the Board of Directors from time to time and shall be in conformance with applicable law.

XXI. 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 of any species, except small fish normally found in a home aquarium and domesticated caged birds, unless upon written permission of the Board of Directors of the Lessor corporation. It is understood and agreed that such permission may be withdrawn if any such pet becomes a nuisance to the other neighboring tenants.

XXVI. Lessee Pays Cost of Collection and Attorney Fees: The Lessee shall pay and discharge all reasonable costs, expenses and attorney's fees which shall be incurred or expended by the Lessor in collecting any delinquent assessments under this Lease, or incurred in enforcing the performance by the Lessee of any of the several Covenants, By Laws, or House Rules and Regulations whether by the institution of this litigation, at any level, including appellate, or in taking advice of counsel, or otherwise.

XXXII .Miscellaneous:

~~(e) In order to insure all tenants, the maximum quiet and enjoyment in the use of their apartments, no person under the age of fourteen years shall be permitted as a permanent resident of any of the apartments in FAIRBANKS TERRACE SOUTH, INC. apartments.~~

~~Further, that no person under the age of fourteen years shall reside as a temporary resident in any such apartment for a period of more than a total of thirty days in any calendar year. In the event, a child is born to any of the permanent tenants in FAIRBANKS TERRACE SOUTH, INC. apartments, then in such event, the owner of the apartment in which such child shall be residing,~~

~~shall be given a period of four months commencing from the date such child becomes a resident in such apartment, to sell, transfer or assign his leasehold interest to a person or persons to be approved by the Board of Directors of FAIRBANKS TERRACE SOUTH, INC. as herein provided. Should said apartment not be sold, transferred or assigned within said four month period, then any or all of the remaining lease-holders in the apartment building may purchase and the owner of said leasehold interest must sell the leasehold interest in said apartment to such purchaser or purchasers.~~

~~In the event the owner of said apartment shall not have sold his apartment withing said four month period, and in the further event any or all of the remaining leaseholders in the apartment building elect not to purchase such leasehold interest as hereinbefore provided, then the owner of such apartment hereby appoints the Board of Directors of FAIRBANKS TERRACE SOUTH, INC. as his sole and exclusive agent and hereby authorizes the corporation to sell the apartment in behalf of the owner, and after first deducting all sums which may be due FAIRBANKS TERRACE SOUTH, INC. from the owner, real estate commissions, if any, legal fees and all other expenses incidental to said sale from the proceeds of the sale price, the balance remaining after such deductions shall be paid to the former owner of said apartment. In case either such apartment is purchased by any or all of the remaining leaseholders in the building or FAIRBANKS TERRACE SOUTH, INC. sells such apartment as such agent for the owner, then in either such case the purchase price of said apartment shall be determined by a committee of three appraisers appointed by Pompano Beach-Deerfield Beach Board of Realtors whose appraisal shall be binding upon all parties. Such appraisal shall be exclusive of personality located in said apartment and which was purchased by the owner. The cost of such appraisal shall be paid by FAIRBANKS TERRACE SOUTH, INC.~~

~~The fourth month period herein referred to may be extended by the Board of Directors of~~

~~FAIRBANKS TERRACE SOUTH, INC., but not for more than an additional period of two months.~~

(e) **Fining** In addition to the other remedies available under this Lease, the Directors may impose fines against an apartment not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Cooperative Documents, including the Rules and Regulations, and applicable laws by owners, occupants, licensees, tenants, and invitees.

A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing and be given notice of the Board of Director's intent not less than fourteen (14) days before the fine is levied. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the apartment Lessee listed in the official records of the Association, and as to tenants, to the mailing address for the apartment. Said notice shall include:

(A) A statement advising of the opportunity for a hearing;

(B) A statement of the provisions of the Owner's Proprietary Lease, Articles of Incorporation, By-Laws, Rules and Regulations, Board of Director policies and resolutions or laws which have allegedly been violated; and

(C) A short and plain statement of the matters asserted by the Association

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing, if requested, shall be held before a Committee of other Lessees. If the

Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal.

(f) **PODS** Subject to rules promulgated by the Association with respect to size, placement and length of stay, the Association will permit Portable On Demand Storage, commonly known as PODS, during apartment renovation. Lessees must seek approval, in writing, from the Association, which approval shall also be in writing, prior to the delivery of the PODS.

IN WITNESS WHEREOF, FAIRBANKS TERRACE SOUTH, INC. has executed this Amendment to the Owner's Proprietary Lease of FAIRBANKS TERRACE SOUTH, INC., this 23 day of November, 2004

WITNESSES

Sign Linda Somers

Print Linda Somers

Sign Ronald DiIenno

Print Ronald DiIenno

By: Clarence E. Hahn

Clarence E. Hahn, President
Print Name

By: Marilyn Wall

MARILYN WALL, Secretary
Print Name

STATE OF FLORIDA)

COUNTY OF BROWARD)

[illegible]

The foregoing instrument was acknowledged before me this 23
day of November, 2004 by CLARENCE E. HAYEN, who is personally
known to me or who has produced MD
as identification and who did (did not) take an oath.

NOTARY PUBLIC

~~My~~ Commission expires:

[illegible]

Jerome Schechter
Commission # DD 047450
Expires Sep. 16, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

The foregoing instrument was acknowledged before me this 13 day of November, 2004 by Marilyn Wall, who is personally known to me or who has produced Driver's license as identification and who did (did not) take an oath.

NOTARY PUBLIC

My Commission expires:



Jerome Schechter
Commission # DD 047450
Expires Sep. 16, 2005
Bonded Thru
Atlantic Bonding Co., Inc.