

702445

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200310876022

03/26/18--01018--004 **43.75

FILED
2018 APR 23 PM 4:23
FBI - ALBANY

Amend/cc

APR 27 2018
I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: The Deauville, Inc.

DOCUMENT NUMBER: 702445

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Mark Park

(Name of Contact Person)

Method Management LLC

(Firm/ Company)

3215 SE 10th Street

(Address)

Pompano Beach, FL 33062

(City/ State and Zip Code)

methodmanagement@att.net

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Mark Park

954

695-8818

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

\$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 27, 2018

MARK PARK
METHOD MANAGEMENT LLC
3215 SE 10TH STREET
POMPANO BEACH, FL 33062

SUBJECT: THE DEAUVILLE INC.
Ref. Number: 702445

We have received your document for THE DEAUVILLE INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Bylaws are not filed with this office. Please retain them for your records.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 018A00006141

850-245-6964

RECEIVED
18 APR 26 PM 2:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Amendment
to
Articles of Incorporation
of

The Deauville, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

702445

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this **Florida Not For Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

NA *The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.*

B. Enter new principal office address, if applicable:
(Principal office address **MUST BE A STREET ADDRESS**)

NA

C. Enter new mailing address, if applicable:
(Mailing address **MAY BE A POST OFFICE BOX**)

NA

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: NA

(Florida street address)

New Registered Office Address:

_____, Florida _____
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title.

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change PT John Doe

X Remove V Mike Jones

X Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
2) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
3) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
4) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
5) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____
6) ☐ Change	_____	_____	_____
☐ Add	_____	_____	_____
☐ Remove	_____	_____	_____

E. If amending or adding additional Articles, enter changes here:

(attach additional sheets, if necessary). (Be specific)

See attached Amendment to the Articles of Incorporation and

Sample of Owners Proprietary Lease

E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

~~By Laws Of The Deauville, Inc.~~

Owner's Proprietary Lease

See attache Amended to articles incorg

February 6, 2018

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

February 6, 2018

Effective date if applicable:

(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s)

(CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

March 19, 2018

Dated _____

Signature

Michael DeRenzo

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

MICHAEL DERENZO

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

THE AMENDMENTS TO THE
ARTICLES OF INCORPORATION
OF
THE DEAUVILLE, INC
2018

BY-LAWS
Of
THE DEAUVILLE, INC.

ARTICLE I

SECTION 1. The name of this corporation shall be THE DEAUVILLE, INC.

SECTION 2. Its principal office shall be located in Pompano Beach, Florida.

ARTICLE II

Ownership

Proprietary Lease

SECTION 1. There shall be no stock certificates issued by the Corporation, but instead there shall be 24 Proprietary Leases issued by the Corporation. One Proprietary Lease shall be issued to each of the owners of the various individual apartments in the property known as THE DEAUVILLE, INC. The price for the issuance of said Proprietary Lease shall be the sales purchase price of said apartments.

SECTION 2. All Proprietary Leases shall be signed by the President or a Vice-President and Secretary or Assistant Secretary and shall be sealed with the corporate seal.

SECTION 3. The form of the Proprietary Lease to be issued shall be approved by the Board of Directors of the Corporation.

SECTION 4. Transfers of Proprietary Leases shall be made only on the books of the Corporation and the old Lease, properly endorsed, shall be surrendered and cancelled before a new Lease is issued. All transfers must be made by the holders of the Proprietary Lease or by their legal representative and all transfers are subject to the provisions of these By-Laws.

SECTION 5. In case of the loss or destruction of the Proprietary Lease, a new Proprietary Lease shall be issued only upon the giving of satisfactory proof to the Board of Directors of such loss or destruction. Any new Lease shall be plainly marked "duplicate" upon its face.

The Corporation shall be entitled to treat the registered holder of any Proprietary Lease as the full owner thereof and unless express notice is given to the Corporation of any interest not appearing upon the face of the Lease, it shall not be required to recognize said interest.

SECTION 6. Each Proprietary Lease shall entitle the owner and holder to one vote in the management of the corporation.

SECTION 7. The Corporation shall maintain a suitable register for the recording of pledged Proprietary Leases. Any pledgee, or mortgagee, of a Proprietary Lease may, but is not obligated to, notify the

Corporation of the pledge and the terms thereof, furnishing the Secretary of the Corporation with such information as may be required by the Board of Directors. In the event notice of default is given any lessee under the applicable provisions of the By Laws, a copy of such notice shall likewise be mailed to the registered pledgee. In addition, in event of the sale by the Corporation of its assets, and prior to the distribution of the proceeds thereof to the holders of the Proprietary Leases, suitable notice shall be given all registered pledgees. No other obligation is accepted or assumed by the Corporation with respect to such registration of pledged Proprietary Leases, except as set forth in SECTION 8.

SECTION 8. The Corporation shall have a first lien upon all of the individual Proprietary Leases registered in the name of each owner for debts due the Corporation by said owners.

ARTICLE III

Section 1. The annual meeting of the owners shall be held on the first (1st) Tuesday in February in each year at 3215 S.E. 10th Street, Pompano Beach, Florida, or such other place in Pompano Beach, Florida as the President or the majority of the Board of Directors shall specify in written notice to the owners. At the annual meeting, the owners shall elect, by a plurality vote, the Board of Directors who shall manage the affairs of the Corporation. Should the date for said annual meeting fall on a holiday, the meeting shall be held on the next succeeding business day. Written notice of said annual meeting shall be mailed to all owners at least twenty (20) days prior to the date of said meeting and shall set forth the agenda for said meeting, the auditor's report, the proposed budget for the next year, and the proposed quarterly maintenance assessment.

SECTION 2. A special meeting of the owners may be held at such places as provided for in Section 1 of this Article and may be called at any time by the President or by a majority of the Board of Directors. The President of the Corporation or the majority of the Board of Directors shall direct the Secretary of the Corporation to mail or serve written notices of said meeting to all owners at least twenty (20) days prior to the date of said meeting. Special meetings shall also be called by the President upon the request of a majority of the owners of Proprietary Leases. The President, under these circumstances, shall direct the Secretary to mail or serve such written notices. All notices shall be mailed or served to the address of the Proprietary Lease owner as it appears on the books of the Corporation. The notice shall set forth the agenda for the meeting.

SECTION 3. Each owner of a Proprietary Lease, whether owned severally or jointly, shall be entitled to only one (1) vote in person or by proxy in the business of the Corporation. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of said proxy shall be made a part of the minutes of the meeting. No one owner of a Proprietary Lease can hold more than a maximum of two (2) proxies.

SECTION 4. A quorum for the transaction of business at the annual or any special meeting shall consist of a majority of the owners of Proprietary Leases issued and outstanding (that is, 13 owners), whether represented either in person or by proxy; but the owners of Proprietary Leases present at any meeting, although less than a quorum, may adjourn the meeting to a future time. The vote of a majority of the owners of Proprietary Leases shall decide any question unless the By-Laws or Certificate of Incorporation

provide otherwise, in which event the vote required by the By-Laws or Certificate of Incorporation shall control at all regular, annual, or special meetings. Voting shall be by written ballot.

SECTION 5. The books of the Corporation shall be closed for a period of ten days immediately preceding any meeting of the Corporation for purposes of determining the owners of Proprietary Leases, and only those owners of Proprietary Leases properly registered prior thereto, shall be entitled to vote at said meeting. The books shall again be reopened after said meeting has been finally adjourned.

ARTICLE IV

SECTION 1. The business of the Corporation shall be managed by a Board Directors elected by the owners of Proprietary Leases. The Board shall consist of five (5) Directors, who shall each hold office until their successors have been elected and qualified. Directors shall be elected for a period of two (2) years; three (3) Directors to be elected for a period of two (2) years in odd numbered years, and two (2) Directors to be elected for a term of two (2) years in even numbered years.

SECTION 2. Three (3) Directors shall be elected at the annual meeting in odd numbered years for a term of two (2) years and two (2) Directors shall be elected at the annual meeting in the even numbered years for a term of two (2) years. Each owners of a Proprietary Lease shall be entitled to one (1) vote for each vacancy by written ballot.

SECTION 3. To be qualified to serve as a member of the Board of Directors, each Director must also be an owner of a Proprietary Lease or the spouse of an owner of a Proprietary Lease. The transfer by a Director, or by his or her spouse of their Proprietary Lease to persons other than themselves shall automatically operate as his or her resignation as a Director.

SECTION 4. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining Directors shall elect a person qualified under Section three (3) to serve as a Director for the unexpired portion of the term of the former Director. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

SECTION 5. The annual meeting of the Board of Directors shall be held at 3215 S.E. 10th Street, Pompano Beach, Florida, or such other place as may be designated immediately following the adjournment of the annual owners' meeting.

SECTION 6. Special meetings of the Board of Directors to be held in Pompano Beach, Florida, may be called by the President and, in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving forty-eight (48) hours written notice of the time and place of said meeting. By unanimous consent of the Directors, a special meeting of the Board may be held without notice at any time and place.

SECTION 7. The annual meeting of the Board of Directors shall be held immediately following the adjournment of the annual meeting of the owners. If a quorum is not present, said meeting shall be recessed until a later date; in which event, written notice of said recessed meeting shall be either mailed to or personally served on each Director by the Secretary of the Corporation at least ten (10) days prior

to the time fixed for said meeting. Notice of any special meeting shall be mailed to or personally served on each Director by the Secretary at least forty-eight (48) hours prior to the time fixed for said meeting. All notices of special meetings shall state the purpose(s) of the meeting.

The Board of Directors may establish a schedule of regular meetings to be held in the offices of the Corporation and no notice shall be required to be sent to said Directors of said regular meetings once said schedule has been adopted.

SECTION 8. A quorum for the transaction of business at any annual, regular or special meeting of the Board of Directors shall consist of a majority of the members of the Board; but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time.

SECTION 9. The Directors shall elect the officers of the Corporation at the annual Directors' meeting. An officer may be removed at any time by a two-thirds (2/3) vote of the full Board of Directors.

SECTION 10. A Director may be removed for cause after hearing, if one is requested, by an affirmative vote of the majority of the owners of Proprietary Leases.

SECTION 11. The Board of Directors shall have the power to fix the salaries and remuneration of all agents or employees of the Corporation. No member of the Board of Directors shall receive any salary, fee, or recompense for performing the duties of a Director.

ARTICLE V

OFFICERS

SECTION 1. The officers of this Corporation shall be a President, a Vice-President, a Secretary, Assistant Secretary, a Treasurer, and an Assistant Treasurer, who shall be elected for the term of one (1) year and shall hold office until their successors are duly elected and qualified.

SECTION 2. Each officer must also be a Director as stated in Article IV, Section 3, except the Assistant Secretary and the Assistant Treasurer. The offices of Secretary and Treasurer may be held by one person. No one shall be eligible to act as both President and Secretary. The Assistant Secretary and the Assistant Treasurer shall be elected by the Board of Directors and need not necessarily be members of the Board of Directors. The Assistant Secretary and the Assistant Treasurer shall have no vote in the business, and affairs of the Corporation unless they are also members of the Board of Directors.

SECTION 3. The President shall be the chief executive officer and shall preside at all Directors' and owners' meetings and shall have executive powers and shall have general supervision over the affairs of the Corporation and other officers. The President shall sign all Proprietary Leases and other written contracts of the Corporation. The President shall perform all other duties as are incident to the office and shall be an ex officio member of all committees and shall appoint all committees.

SECTION 4. The Vice-President of the Corporation shall perform all of the duties of the President in his/her absence and such other duties as may be required of him/her by the Board of Directors.

SECTION 5. The Secretary shall issue notices of all Directors 'and owners' meetings, and shall attend and keep the minutes of the same; shall have charge of all corporate books, records, and papers; shall be custodian of the corporate seal; shall attest with his/her signature and impress with the corporate seal all Proprietary Leases and written contracts of the Corporation; and shall perform all such other duties as are incident to the office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

SECTION 6. The Treasurer shall be head of the Finance Committee and Director of the Budget and shall have custody of all money and securities of the Corporation and shall obtain bonds, in such sum and with such sureties as the Directors may require, conditioned upon the faithful performance of the duties of his/her office. The Treasurer shall sign all checks of the Corporation, shall keep regular books of account and shall submit them, together with all his/her vouchers, receipts, records and other papers, to the Directors for their examination and approval as often as they may require; and shall perform all such other duties as are incident to the office. The duties of the Assistant Treasurer shall be the same as those of the Treasurer in the absence of the Treasurer. The Treasurer shall provide a complete financial statement at the end of each annual fiscal period to all Proprietary Lease owners.

SECTION 7. Vacancies. Any vacancy in the office of President, the Vice-President, the Treasurer, Assistant Treasurer, Secretary or Assistant Secretary or any other officer or employee for any reason whatsoever shall be filled by the Board of Directors, who shall elect a successor to the vacant office, who shall hold office for the balance of the unexpired term.

ARTICLE VI

FINANCE

SECTION 1. The funds of the corporation shall be deposited in a bank in Pompano Beach, Florida that is insured under the terms of the Federal Deposit Insurance Corporation. The funds may be withdrawn only upon checks signed with two (2) signatures of officers authorized by resolution of the Board of Directors.

SECTION 2. For accounting purposes, the Corporation shall operate upon the calendar year beginning on the first day of January and ending on the thirty-first (31st) day of December of each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the Corporation.

ARTICLE VII

CLASSES OF PROPRIETARY LEASES

SECTION 1. There shall be two types of ownership of Proprietary Leases issued by the Corporation- Resident and special Proprietary Leases. An owner of a resident Proprietary Lease shall be defined as any natural person or persons owing a Proprietary Lease under which the owner is currently entitled to full occupancy rights and carries with it full voting rights in the affairs of the Corporation. An owner of a special Proprietary Lease is defined as any person, or trust, owning a Proprietary Lease without occupancy rights having been granted by the Board of Directors. An owner of a special Proprietary Lease shall have the right to vote on all matters.

The Corporation shall be entitled to issue a cumulative total of twenty-four (24) resident and special Proprietary Leases.

SECTION 2. The holder of a resident Proprietary Lease, who has been approved by the Board of Directors, shall be entitled to full occupancy rights in the apartment covered by said Proprietary Lease pursuant to the rules and regulations and By-Laws of this Corporation.

In the case of a special Proprietary Lease issued to an owner, it shall not entitle the owner to full occupancy rights but shall entitle the owner to sublet said apartment pursuant to the provisions of these By-Laws. The owner may sublet said apartment to a sub-lessee by first securing the approval of the Board of Directors.

The purpose of the provisions set forth in this Article VII is that it will permit corporations, trustees or other legal entities to hold title to said special Proprietary Leases for the use and benefit of sub-lessees who will actually occupy the apartment in accordance with these By-Laws and the rules and regulations of the Corporation, and to permit resident owners whose occupancy rights have been terminated as provided herein, but whose Proprietary Lease has not been terminated, to retain their equity rights.

SECTION 3. In the event of a sale or transfer by an owner of his Proprietary Lease, and upon due notice to the Corporation of said sale, of the apartment unit assigned to him whether voluntary or involuntary (excepting, however, transfers by way of pledge only in trust with occupancy rights retained by the Lessee), all occupancy rights of the lessee, and those in possession by virtue of his prior ownership including any sub-lessee, shall thereupon cease and terminate and the vendee or transferee shall be deemed the owner of said apartment unit under said Proprietary Lease, but without the rights of occupancy unless and until the same be duly approved by the Corporation.

Approval of the rights of occupancy shall not be denied any transferee or vendee age twenty-one (21) or over who at time of such transfer or sale or at the death of a resident owner of a Proprietary Lease, if the transfer results from his death, is or was the resident lessee's lawful spouse or other relative as defined in the next paragraph.

A relative shall be defined for the purposes of these By-Laws as a mother, father, sister, brother and these same relationships in-law; children, and grandchildren, and nephews, and nieces of the Proprietary Lease owner or his spouse.

In the event of the death of the owner, should the Proprietary Lease be held by an estate of tenants by the entireties, or of joint tenancy with right of survivorship, the transfer of said Proprietary Lease to the survivor shall be automatically accomplished and approved by the Board of Directors.

SECTION 4. The owner of a Proprietary Lease, whether resident or special, may sublet the apartment assigned to said Proprietary Lease or any part thereof, but the same must be in accordance with the provisions set forth in these By-Laws.

A sub-lease shall terminate upon the conveyance or transfer of the Proprietary Lease to the apartment assigned to said Proprietary Lease.

In the case of a special owner, a sub-lease shall also terminate upon the death of the sub-lessee.

The subleasing of a leased apartment must be approved by the Board of Directors, not only with reference to the occupants of said apartment but also with reference to the period of time for said sublease.

Any approval of the sub-lease shall not release the owner and lessee from the obligations of the Proprietary Lease.

SECTION 5. Applications for Transfer of Proprietary Lease. The owner of a Proprietary Lease, whether regular or special, shall transfer the apartment assigned to said Proprietary Lease only with the consent in writing of the Board of Directors.

The application for said transfer must fully set forth the name and address of the party to whom the Proprietary Lease is to be transferred, together with at least three (3) business and three (3) personal references for the transferee. The Board of Directors shall then have sixty (60) days in which to investigate the transferee and approve or disapprove the transferee. In the event the Board of Directors shall fail to act during the sixty-day (60) period, then the transfer shall be approved automatically.

If the transfer is approved by the Board of Directors and the owner's accounts are not delinquent, or if delinquent have been placed in good standing, the transfer shall be noted on the books of the Corporation, and owner shall thereafter be relieved from any further liability pertaining to the Proprietary Lease being transferred.

SECTION 6. An owner must have held a resident or special Proprietary Lease for two years prior to submitting an application to the Board of Directors for approval of a sublease. The Board of Directors shall approve not only the individual(s) to whom the sublease is to be made, but also the terms of the sublease. The sublease may not continue for more than three (3) months in any twelve-month period and only one application may be made per year.

The application must give the name and address of said sub-lessee, the terms of the sublease at least two references, and such other information that the Board of Directors shall require.

The Board of Directors shall have sixty (60) days in which to approve or disapprove the sublease. If they fail to approve or disapprove of said sublease within said sixty-day (60) period, said sublease shall be deemed automatically approved, and the owner may then proceed to sublet said apartment. Approval of a sublease shall not release the owner of any liability which he/she may have under the terms of the Proprietary Lease.

SECTION 7. The approval or disapproval by the Board of Directors of any transfer of a Proprietary Lease or sublease of any apartment shall be deemed final and no liability shall be incurred by the Board of Directors by reason of approval or disapproval.

SECTION 8. The Secretary of the Corporation shall maintain a register in the Corporation's office showing the owners and holders of all Proprietary Leases together with a list of any approved subleases of apartments.

SECTION 9. Any application for a transfer of a Proprietary Lease or a sublease of any apartment shall be accompanied by an application fee in the amount of one hundred US dollars (\$100), or such other

amount approved by the Board of Directors to cover the cost of checking the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

SECTION 10. Any apartment located in the building owned by the Corporation may be occupied by an approved resident owner or authorized sub-lessee and his/her lawful spouse or any member of his/her family or spouse or relative. It may also be occupied temporarily by house guests of the approved resident owner or authorized sub-lessee for periods not in excess of ninety (90) days where said house guest is paying no remuneration to the resident owner for his/her use of said apartment.

ARTICLE VIII

ANNUAL ASSESSMENTS

SECTION 1. The various owners of Proprietary Leases, whether resident or special, shall be subject to the payment of assessments for the upkeep and maintenance of the property owned by the Corporation, together with ground rentals, mortgage payments, operating costs, etc.

The Board of directors of the Corporation shall from time to time fix and determine the sums of money needed for the operation of the Corporation as follows:

The Board of Directors shall have an annual budget prepared by December thirty-first (31st) each year by the Finance Committee appointed by the President to determine a reasonable amount of money needed to operate the Corporation for the next year.

This budget will be presented for owners' approval, rejection or change at the annual meeting. After approval of the annual budget by apartment owners any capital expenditure over two thousand dollars (\$2,000) not included in the annual budget, excepting dire emergency to preserve property of the Corporation, must be approved by a majority of owners of Proprietary Leases at a meeting called for the expressed purpose of approving such expenditure.

- A. The formula to be utilized by the Board of Directors in prorating the above assessments among the various owners shall be as follows:
 1. Operation, maintenance, Etc. The amounts required for operations, maintenance, taxes, insurance, repairs, mortgage payments, if any, utilities, salaries of employees or managers, etc., shall be prorated among the various apartments on an equal basis, each apartment paying one twenty-fourth (1/24) of the same.
- B. All assessments shall be payable on a quarterly basis. The Owners agree to pay promptly when due all assessments assessed against their individual apartment units, but no owner shall be personally liable for Corporation debts to any extent whatsoever.
- C. In case the Directors fail to make a new assessment, the owners agree to pay the current rate until a new rate is determined.
- D. All assessments paid by individual owners to the Corporation for maintenance, taxes, operations, mortgage payments, if any, insurance, etc., shall be utilized by the Corporation as authorized by the Board of Directors. Any excess of monies received from assessments paid by individual owners and held by the Corporation at the conclusion of its taxable year,

whether calendar or fiscal, shall be applied by the Corporation to future expenses of the Corporation.

The formula for the assessments as set forth herein may not be amended, however, the exact amounts of the assessments may be increased or decreased depending upon the needs of the Corporation so long as the assessments are in proportion to the above and as outlined in Article VIII, Sections 2, 3, and 4.

SECTION 2. Any expenditure over two thousand dollars (\$2,000) which is not included in the annual approved budget shall be considered a special assessment. Any special assessment must be approved by a majority of the owners of Proprietary Leases at a meeting called for the expressed purpose of approving such expenditure. Approval must be voted by written ballot. After approval, the Board of Directors will notify apartment owners the amount of the special assessment.

SECTION 3. Any expenditure up to two thousand dollars (\$2,000) which is not included in the approved annual budget but necessary for maintenance or repair of the property owned by the Corporation, when approved by the Board of Directors will be prorated one twenty-fourth (1/24) to each Proprietary Lease owner and assessment may be made by the Board of Directors. Such assessment shall be due and payable within thirty (30) days after notice.

SECTION 4. Assessment for Emergencies. Assessment for emergencies which cannot be paid from the funds included in the approved annual budget shall be made only after notice of the need therefore to the apartment owners. After such notice and upon approval in writing of more than one-half (1/2) of the apartment owners, the assessment shall become effective, and it shall be due within thirty (30) days notice thereof in such manner as the Board of Directors may require.

SECTION 5. After the Board of Directors has determined the amount of any assessments which may be necessary against all the owners, the Treasurer shall mail or present a statement for the same to each of the owners which shall be due and payable within thirty (30) days thereafter. If statements are mailed, they shall be mailed to the regular designated address of the owner as the same appears in the corporate records. The owner shall then make said payment to the Treasurer and upon request the Treasurer shall give a receipt for each payment made to him.

SECTION 6. In the event an assessment is not paid within thirty (30) days from the date notice of it is mailed, the Corporation may treat such failure to pay as intentional, inexcusable and a material breach of the Proprietary Lease, and thereupon the Corporation by a second notice in writing, transmitted to the apartment owner by Registered or Certified Mail, Return Receipt Requested, may at its option, at least thirty (30) days after the mailing of such second notice, declare the Proprietary Lease terminated and without further force and effect, unless such default within such period has been removed. The Corporation may then offer for sale a substitute Proprietary Lease for the apartment unit at an amount determined by the Board of Directors to be its Fair market value. This must be a reasonable value.

Upon sale of the substituted Proprietary Lease, the Corporation shall pay to the owner the amount of the disposal price less any unpaid assessments or charges accrued to the date of disposition, plus the

costs of sale and a reasonable broker's commission, and the estimated cost of placing the apartment unit, covered by the Proprietary Lease, in suitable condition for the new owner. The offering of a substitute Proprietary Lease shall be limited to persons or entities qualified for resident or special ownership.

SECTION 7. In the event that an assessment is not paid, the Proprietary Lease has been terminated for non-payment by the owner of any sums due, as hereinabove provided for, the owner or any other person or persons in possession by or through the right of owner shall promptly quit and surrender the apartment to the Corporation in good repair, ordinary wear and tear excepted, and the Corporation shall have the right to re-enter and repossess the said apartment without any additional notice being given to vacate said apartment or to quit possession of the same.

In the event that an owner, or any other person or persons in possession by or through the right of the owner, shall fail to vacate said apartment upon the termination of the Proprietary Lease as aforesaid, the Corporation may bring such action or actions as may be necessary under the laws of the State of Florida to effect an eviction of said owner or other person and regain possession of said apartment. In this regard, all of the applicable provisions of Chapters 82 and 83, Florida Statutes, are incorporated herein by reference and made a part hereof.

SECTION 8. In the event any owner fails to pay any assessment within thirty (30) days from the date notice of the same has been mailed to the owner by the Corporation, an additional charge of \$10.00 per day shall be assessed for each day the payment is delinquent beyond said thirty-day (30) grace period.

SECTION 9. In addition to the other remedies afforded it, the Corporation shall have a lien against the owner's Proprietary Lease to the extent of any sums due the Corporation which are not paid when due. If said sums are not paid within thirty (30) days after the same are due and payable to the Corporation, the Corporation may, at its option, proceed to foreclose said lien in the Circuit Court of Broward County, Florida, in the same manner as foreclosure of mortgage liens in the State of Florida, and the Corporation shall be entitled to receive, in addition to any sums of principle due or late charges, all their costs and their reasonable attorney's fee incurred in connection with said foreclosure. The Corporation shall be entitled to bid at any sale held pursuant to said foreclosure decree and to apply against said bid all sums due the Corporation for principal or late charges.

ARTICLE IX

Default for Other Reasons than for Non-Payment of Assessments

SECTION 1. In the event of a violation by the owner, lessee or any other person or persons in possession by or through the owner, of any of the provisions of the Proprietary Lease, Certificate of Incorporation, By-Laws, or rules or regulations of the Corporation other than the payment of assessments, the Corporation may, by direction of its Board of Directors, notify the owner by written notice of such breach by Registered or Certified Mail, Return Receipt Requested, and if such violation shall continue for a period of Thirty (30) days from the date of the owner's notice of the existence of such violation, the Corporation shall have the right to treat such violation as intentional, inexcusable and material and, thereafter the Corporation, by a second notice, in a writing transmitted in the same manner as the first notice, may at its option, at least thirty (30) days after the mailing of such second

notice, either require the owner or lessee to quit and surrender the apartment unit and the owner shall thereafter become and be a special owner or declare the Proprietary Lease terminated and without further force and effect and offer for sale a substitute Proprietary Lease upon the same terms and conditions as in the case where the lessee's default was for non-payment of any sums, charges or assessments required to be paid under these By-Laws, as set forth in Article VIII hereof.

SECTION 2. In the event that the Board of Directors should elect to cancel or terminate the Proprietary Lease on thirty (30) days written notice to the lessee or any other person or persons in possession by or through the owner for a violation of the provisions of Section 1, the owner, lessee or any other person or persons in possession by or through the owner shall promptly quit and surrender the apartment to the Corporation in good repair, ordinary wear and tear excepted, and the Corporation shall have the right to re-enter and repossess the apartment without any additional notice being given to vacate the apartment or to quit possession of the same.

In the event that an owner, or any other person or persons in possession by or through the rights of the owner, shall fail to vacate the apartment upon the termination of the Proprietary Lease as aforesaid, the Corporation may bring such action or actions as may be necessary under the laws of the State of Florida to cause an eviction of said owner or other person and regain possession of said apartment. In this regard, the applicable provisions of Chapters 82 and 83, Florida Statutes, are incorporated herein by reference and made a part thereof.

SECTION 3. In case any sub-lessee or any member of his family, shall violate any of the provisions of the Proprietary Lease, By-Laws or rules and regulations adopted by the Corporation or any statute, ordinance, rule or regulation promulgated by any governmental body or the rules and regulations of Southeastern Underwriter's Association for the prevention of fire, or he or any member of his family shall do or suffer to be done upon the leased premises or the Corporation property, any action or things which shall or may be of a disorderly or unlawful manner or consequence or which may cause damage to the Lessor or to its premises, the Board of Directors shall have the right to terminate said sublease by giving to the occupant written notice, either through the United States Mails directed to said occupant at the apartment occupied or by personal delivery of said notice in writing to the occupant or any member of his family to vacate said premises within five (5) days.

The sub-lessee shall forthwith vacate the leased premises within five (5) days as set forth in said notice. In the event the sub-lessee should fail to vacate said premises within five (5) days, the Corporation may bring such proceedings as are provided or may be applicable pursuant to the provisions of Chapters 82 and 83 of the Florida Statutes to evict the sub-lessee and said Statutes are incorporated herein by reference and made a part hereof.

The decision to evict the sub-lessee shall be in the sole discretion of the Board of Directors, as the purpose of this provision is to insure that occupants of the apartment building owned by the Corporation conduct themselves and their households in a manner which will maintain the high standards of a first-class apartment building.

Any sub-lessee accepting a sublease to any apartment unit shall be bound by these provisions as though the same were fully set forth in said sublease and shall have no defense either in law or in equity to said eviction proceedings.

ARTICLE X

Amendments of By-Laws and Certificate of Incorporation

SECTION 1. The By-Laws or Certificate of Incorporation of the Corporation may be altered, amended, or repealed at any regular or special meeting of the owners by a three-quarter (3/4) vote of all of the outstanding Proprietary Leases of the Corporation, provided that the notice of said owner's meeting has been sent out in accordance with the provisions of Article III, Section 2, of these By-Laws. Said notice must advise the owners of the general nature of the proposed alteration amendment or repeal.

ARTICLE XI

Parliamentary Rules

Robert's Rules of Order (latest edition) shall govern the conduct of all meetings of the Corporation when not in conflict with owners' Proprietary Leases and these By-Laws.

ARTICLE XII

Sale, Lease, Exchange or Mortgage of Corporate Property.

Consolidation, Merger or Dissolution of the Corporation

SECTION 1. The property belonging to the Corporation shall not be sold, leased, exchanged or mortgaged as an entirety without the approval by vote or written consent of three quarters (3/4) of all the owners of Proprietary Leases, nor shall any additional real property be purchased without the approval by vote or written consent of three quarters (3/4) of the owners of Proprietary Leases.

Section 2. The consolidation, merger or dissolution of the Corporation shall be governed by the applicable laws of the State of Florida in existence at the time such action is taken.

ARTICLE XIII

Owner's Equity

SECTION 1. Each Owner shall have an equity in the apartment to which said owner holds a Proprietary Lease. The owners' equity in said apartments is as follows:

Each leasehold owner (or leasehold owners, in the case an apartment is jointly owned by two or more persons) shall have an equity in each apartment to which such owner holds a Proprietary Lease. Such equity shall be one twenty-fourth (1/24) of the net worth of the Corporation, regardless of the purchase price of the apartment. Upon dissolution of the Corporation, the assets of the Corporation, shall vest and be distributed accordingly.

ARTICLE XIV

Miscellaneous

SECTION 1. The owners shall at their own expense, insure that all rooms or spaces in the apartment are either fully carpeted, tiled or have wood or laminate floors.

SECTION 2. Air-conditioning units in addition to those installed by the Developer will be permitted if desired by any owner, but the same must be approved by the Board of Directors not only as to the method of installation but also the type of air-conditioning.

SECTION 3. The maximum number of occupants in a sub-leased apartment at any time shall not exceed four (4). Under no circumstances will minors be permitted to occupy a sub-leased apartment.

SECTION 4. The Lessee is responsible for all doors and windows including the repair, replacement, and maintenance. Lessees may replace windows and doors at their discretion with written approval of the Board of Directors. Windows and doors must comply with architectural specifications set forth by the Board of Directors.

OWNER'S PROPRIETARY LEASE

THIS OWNER'S PROPRIETARY LEASE (the "Lease") made this _____ day of _____, 20____ by and between **THE DEAUVILLE, INC.**, a Florida corporation, as **Lessor**, and _____ as **Lessee**.

In consideration of the mutual promises and covenants exchanged and contained in this Lease the Lessor and the Lessee agree as follows:

ARTICLE I LEASED PREMISES

Lessor hereby leases to Lessee, Apartment No. _____ in THE DEAUVILLE, INC., situate, lying and being on LOTS 5 and 6 and the Easterly 41 feet of Lot 7 of Block 3 of LAKESIDE, according to the plat thereof, recorded in Plat Book 23, Page 38 of the Public Records of Broward County, Florida (the "Premises").

ARTICLE II TERM OF LEASE

This Lease shall commence on day of _____, 20____ and continue until the Lessee, their executors, administrators or assigns, sell or transfer this Lease pursuant to the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Lessor (all such documents shall be collectively referred to as the "Governing Documents"), unless sooner terminated pursuant to the provisions of this Lease or the Governing Documents.

ARTICLE III ANNUAL ASSESSMENTS

The various owners of Proprietary Leases, whether Resident or Special, shall be subject to the payment of assessments for the upkeep and maintenance of the property owned by the Lessor, together with mortgage payments, if any, operating costs, etc.

The Board of Directors of Lessor shall from time to time fix and determine the sums of money needed for the operation of the Lessor. They shall determine the amount required for operating items, such as mortgage payments, if any, maintenance, taxes, insurance, repairs, utilities, and the salaries of a manager and other employees and any other sums necessary for the upkeep, operation or maintenance of the Lessor's property.

The formula to be utilized by the Board of Directors in prorating the above assessments among the various owners shall be as follows:

All amounts required for operation, maintenance, taxes, insurance, repairs, mortgage payments, if any, utilities, salaries of employees or manager, etc., shall be prorated between the various lessees on an equal basis, each lessee paying 1/24 of the same.

The formula for said assessments as set forth herein may not be amended. However, the exact amounts of said assessments may be increased or decreased, depending upon the needs of the Lessor so long as the assessments are in proportion to the above.

All assessments shall be payable quarterly. The Board of Directors shall be empowered to set up operating funds which may be replenished from time to time as may be needed. Special assessments as may be required shall be paid and levied in the manner as determined by the Board of Directors. The owners agree to pay promptly when

due all assessments assessed against their individual apartments units, but no owner shall be personally liable for corporation debts to any extent whatsoever.

In case the Board of Directors fail to make a new assessment, the owners agree to pay the current rate until a new rate is determined.

The Board of Directors may require an advance payment from each owner at the time when the owner's apartment is ready for occupancy for establishing a fund to meet cost of operation, maintenance, rent, etc.,

All assessments paid by individual owners to the Lessor for maintenance, taxes, operations, mortgage payments, if any, insurance, etc., shall be utilized by the corporation in paying the obligations of the Lessor as authorized by the Board of Directors. Any excess of monies received from assessments paid by individual owners and held by the Lessor after its taxable year, whether calendar or fiscal, shall be used by the Lessor to apply against future expenses of the Lessor.

ARTICLE IV **POSSESSION**

Lessee has inspected the Premises and will accept the same in its present condition upon the start of this Lease. Lessee upon payment of the assessments and upon the due performance of the agreements and terms herein contained on the Lessee's part to be kept, observed and performed, shall and may always and in all things during the term hereby granted, peaceably and quietly have, hold and enjoy the Premises without any manner of hindrance or disturbance by Lessor.

Lessor further agrees that Lessee shall have the right of joint use and enjoyment in common with other lessees of the property of the Lessor not specifically leased to other lessees, except insofar as it may be limited or restricted by this Lease or the Governing Documents.

ARTICLE V **USE**

Lessee does hereby agree to promptly observe and comply with, at his own expense during the terms of said Lease all present and future By-Laws and rules and regulations adopted by the Lessor, statutes, ordinances, rules and regulations promulgated by any governmental body having jurisdiction over the Premises and will abide by all rules and regulations of the Southeastern Underwriters' Association for the prevention of fire.

Lessee agrees that he will not do or suffer to be done in and upon the Premises any act or thing which shall or may be of a disorderly or unlawful nature or nuisance, or which may cause damage to any property owned by the Lessor.

Lessee further agrees that the Premises shall be used only as a private residence for the use of the Lessee, or authorized sub-lessee, and his lawful spouse or any member of his family related to him by blood within the second degree. It may also be occupied temporarily by house guests of the Lessee or authorized sub-lessee for periods not in excess of 90 days where said house guest is paying no remuneration to the Lessee or authorized sub-lessee for the use of the Premises.

ARTICLE VI
MAINTENANCE

Lessee agrees that he will keep the Premises in good order and repair at his own cost and expense and will make no structural changes without the prior approval of the Lessor.

Lessee further agrees that he will make all necessary repairs to plumbing and electrical repairs for the interior plumbing or electrical wiring. The Lessee is responsible for all electrical maintenance and repairs from the interior wall surface out into the Premises, and any work inside the Premises. The Landlord is responsible for the maintenance or repair of electrical conduits up to the breaker box or underground. The Lessor is responsible for all plumbing maintenance and repairs from the main shut-off valve up to and including the shut-off valve within the Premises and pipes within the walls. The Lessee is responsible for all plumbing maintenance and repairs from the interior wall surface out into the Premises, and any work inside the Premises including pipes.

Lessee will promptly pay, upon receiving notice of the same, the expenses of repair, damage or replacement, as determined by the Board of Directors, to any and all property in another lessee's premises or the common property of the Lessor, caused by the negligence or intentional acts of Lessee or other permitted occupants of the Premises or Lessee's servants, tenants, visitors and invitees. In the event Lessee fails to make such payments, the Board of Directors are authorized to assess the same against the Lessee's Premises and enforce payment thereof under the provisions of Article XIX of this Lease. That the Lessor will maintain in a good state of repair all plumbing, wiring, sidewalks, swimming pool, parking areas, entrances, roofs, fences and other property intended for the general use of all of the lessees, provided, however, that in case any repairs shall become necessary to the roof, plumbing, electrical wiring or other property owned by Lessor and intended for the general service of all the lessees, Lessor, except as hereinafter provided, will execute such repairs with due diligence. Lessor shall not be liable for interruptions in the supply of services or for other temporary interruptions in the proper operation of the property owned by Lessor

ARTICLE VII
INSURANCE

The Lessor will provide comprehensive insurance coverage of all of the property of the Lessor which will include insurance against fire, water and flood damage, theft, vandalism and public liability.

Lessee agrees that he will be responsible for carrying adequate fire and extended coverage insurance upon the contents of the Premises and may carry such other insurance as Lessee desires.

ARTICLE VIII
PAYMENT OF TAXES AND OTHER COSTS BY LESSOR

The Lessor agrees it will:

- A. Pay all taxes and assessments which may be levied against the property of the Lessor, together with mortgage payments, if any, on any mortgage ever placed against the property owned by the Lessor.
- B. Pay the premium on all necessary insurance required to be carried by the Lessor under this Lease.
- C. Pay all necessary bills which might be incurred for operation or maintenance of the property owned by Lessor, including water and sewer bills.

ARTICLE IX
UTILITY CHARGES

Lessee agrees to pay promptly when due all charges for individual utilities furnished to Premises, telephone, cable, internet, gas or electric.

The Lessor agrees to pay all utilities which may be incurred in connection with the operation of the common areas belonging to the Lessor and used by all the lessees and holders of Proprietary Leases.

ARTICLE X
OPERATION AND MANAGEMENT

Lessor agrees to provide a high standard of management for the Lessor's property and in connection therewith that it will do and perform all acts reasonably required to maintain a sound operation, protect the investment of the various lessees and maintain the Lessor's property as a first-class apartment complex, keeping the lawns, landscaping, gardens, walkways, parking areas, and swimming pool in an attractive and sanitary condition for the use and benefit of all the lessees.

Lessor shall set up reasonable operating and maintenance reserves designed to carry the operation of the Lessor for specific periods of time to alleviate as much as possible the necessity of many special assessments.

ARTICLE XI
SALE, LEASE, EXCHANGE OR MORTGAGE OF LESSOR PROPERTY

Lessor agrees that it will not purchase any additional real property or sell, lease, exchange or mortgage the Lessor's property as an entirety without the approval by vote or written consent of three-quarters of all lessees obtained in accordance with the requirements of the Governing Documents.

ARTICLE XII
INSPECTION OF PREMISES

Lessee shall permit the Lessor or its agent to enter the Premises at any reasonable time during daylight hours or during an emergency at any time to inspecting the Premises or making repairs that the Lessee may neglect or refuse to make in accordance with the terms of this Lease.

ARTICLE XIII
SAFE CONDITION

It is agreed that the Lessor shall not be liable to Lessee nor to any of the Lessee's servants, patrons, guests or licensees due to the condition of the Premises or any fixtures or personal property located therein. It shall be the duty of the Lessee at his expense to maintain the interior of the Premises in a safe condition.

ARTICLE XIV
TYPES OF PROPRIETARY LEASES

There shall be two types of ownership or Proprietary Leases issued by the Lessor: Resident and Special Proprietary Leases. The Lessor shall be entitled to issue a total of twenty-four Resident and Special Proprietary Leases.

- A. The Resident Proprietary Lease entitles the owner (a "Resident Owner") to full occupancy rights in the apartment covered by said Resident Proprietary Lease pursuant to the Governing Documents. The Resident Proprietary Lease carries with it full voting rights in the affairs of the Lessor.
- B. The Special Proprietary Lease entitles the owner (a "Special Owner") to vote with residence owners on all matters and to sub-let the Premises pursuant to the provisions of the Governing Documents. The Special Owner will not be granted occupancy rights by the Lessor. A sub-lessee or sub-lessees may sublet said apartment for a period in each instance not more than three months within a twelve-month period, with the approval of the Board of Directors. Any sub-lease made by a Special Owner shall terminate upon the death of the sub-lessee.

ARTICLE XV **SALE BY LESSEE OF PREMISES**

In the event of the sale or transfer by the Lessee of the Premises, whether voluntary, or involuntary (excepting, however, transfers by way of pledge only or in trust with occupancy rights retained by the Lessee) and upon due notice to the Lessor of said sale or transfer, all occupancy rights of the Lessee and those in possession by virtue of his prior ownership, shall thereupon cease and terminate, and the transferee shall be deemed the owner of said Premises but without right of occupancy unless and until the same shall be duly approved by the Board of Directors in accordance with the Governing Documents. Approval of the right of occupancy shall not be denied any transferee who, at the time of such transfer or sale (or at the death of a lessee, if the transfer results from his death) is or was the Lessee's lawful spouse or related to him by blood within the second degree.

ARTICLE XVI **TENANCY BY THE ENTIRETIES**

In the event of death of the Lessee, should the Lease be held as tenants by entireties, or by joint tenancy with right of survivorship, the transfer of the Lease to the survivor shall be automatically accomplished and approved by the Board of Directors.

ARTICLE XVII **SUBLEASING**

Lessee agrees that he shall not sub-let the Premises or any part thereof, except in accordance with the provisions set forth in the Governing Documents. Approval of a sub-lease shall not release the Lessee from the obligations of this Lease.

ARTICLE XVIII **PLEDGE OF LEASE**

The Lessor shall maintain a register for the recording of pledged Leases. Any pledgee of a Lease may, but is not obliged to, notify the Lessor of the pledge and the terms thereof, furnishing the Secretary of the Lessor with such information as may be required by the Board of Directors. In the event such notice of "default" is given any Lessee under the applicable provisions of the Governing Documents, a copy of such notice shall likewise be mailed to the registered pledgee. In addition, in event of the sale by the Lessor of its assets, prior to the distribution of the proceeds thereof to the Lessees, suitable notice shall be given all registered pledgees. No other obligation is accepted or assumed by the Lessor with respect to such registration of a pledged Lease.

ARTICLE XIX
DEFAULT

- (A) In the event an assessment or any other sum or charge required to be paid under this Lease is not paid within thirty (30) days from the date notice of it is mailed, the Lessor may treat such failure to pay as a material breach of this Lease, and thereupon the Lessor, by a second notice in writing, transmitted to the Lessee by Registered or Certified Mail, Return Receipt Requested, may at its option, at least thirty (30) days after the mailing of such second notice, declare this Lease terminated and without further force and effect unless such default has been cured. The Lessor may then offer for sale a substitute Lease for the Premises at an amount determined by the board of Directors to be its fair market value. On disposal of the substitute Lease the Lessor shall pay to the Lessee the amount of the disposal price, less any unpaid assessment or charges accrued to the date of disposition, the expenses of sale (which shall include a reasonable brokerage commission) and the estimated cost of placing the Premises in suitable condition for a new occupant. The offering of a substitute Lease shall be limited to persons or entities qualified for resident or special membership.

In the event that an assessment is not paid, and this Lease has been terminated for non-payment by the Lessee of any sums due as herein-above provided for, the Lessee or any other person or persons in possession by or through the right of Lessee shall promptly quit and surrender the Premises to the Lessor in good repair, ordinary wear and tear excepted, and the Lessor shall have the right to re-enter and repossess the Premises without any additional notice being given to vacate said Premises or to quit possession of the same.

If the Lessee, or any other person or persons in possession by or through the right of the Lessee, shall fail to vacate the Premises upon the termination of the Lease as aforesaid, the Lessor may bring such action or actions as may be necessary under the laws of the State of Florida to affect an eviction of Lessee or other person and regain possession of the Premises. In this connection, all applicable provisions of Chapters 82 and 83, Florida Statutes, are incorporated herein by reference and made a part hereof.

If any Lessee fails to pay any assessment within thirty (30) days from the date notice of the same has been mailed to the Lessee by the Lessor, the Lessee shall pay to the Lessor an additional charge of \$10.00 per day for each day the payment is delinquent beyond said thirty-day grace period.

In addition to all the other remedies afforded it, the Lessor shall have a lien against the Lease to the extent of any sums due the Lessor which are not paid when due. If said sums are not paid within thirty (30) days after the same are due and payable, the Lessor may, at its option, proceed to foreclose said lien in the Circuit Court of Broward County, Florida, in the same manner as the foreclosure of mortgage liens in the State of Florida, and the Lessor shall be entitled to receive, in addition to any sums of principal due or late charges, all their costs and their reasonable attorney's fees incurred in connection with said foreclosure. The Lessor shall be entitled to bid at any sale held pursuant to said foreclosure decree and to apply against said bid all sums due the Lessor for principal or late charges.

- (B) In the event of violation by the Lessee of any of the provisions of this Lease or of the Governing Documents as now or hereinafter constituted, the Lessor may, by direction of its Board of Directors, notify the Lessee by written notice of such breach transmitted by Registered or Certified Mail, Return Receipt Requested and if such violation shall continue for a period of thirty (30) days from the date of Lessee's notice of the existence of such violation, Lessor, by a second notice in writing transmitted in the same manner as the first notice, may at its option, at least thirty (30) days after the mailing of such second notice, either require the Lessee to quit and surrender the Premises and the Lessee shall, at Lessor's discretion, thereafter become and be a special owner or declare this Lease terminated and without further force and effect and offer for sale a substitute lease upon the same terms and conditions as in the case where the Lessee's default was for non-payment of any sums, charges or assessments required to be paid under this Lease as hereinbefore set forth in sub-paragraph (A) hereof.

In the event that the Lessor should elect to cancel or terminate the Lease on thirty days' written notice to the Lessee or any other person or persons in possession by or through the owner for a violation of the provisions of this sub-paragraph (B), the Lessee or any other person or persons in possession by or through the Lessee shall promptly quit and surrender the Premises to the Lessor in good repair, ordinary wear and tear excepted, and the Lessor shall have the right to re-enter and repossess the Premises without any additional notice being given to vacate the Premises or to quit possession of the same.

If Lessee, or any other person or persons in possession by or through the right of the Lessee, shall fail to vacate the Premises upon the termination of the Lease as aforesaid, the Lessor may bring such action or actions as may be necessary under the Laws of the State of Florida to affect an eviction of Lessee or other person and regain possession of the Premises. In this connection, all of the applicable provisions of Chapters 82 and 83 Florida Statutes, are incorporated herein by reference and made a part hereof.

In case any sub-lessee of a lease of less than three (3) months, or any member of his family shall violate any of the Governing Documents or any statute, ordinance, rule or regulation promulgated by any governmental body, or the rules and regulations of the Southeastern Underwriters' Association for the prevention of fire, or he or any member of his family shall do or suffer to be done upon the Premises or the property of the Lessor, any action or thing which shall or may be of a disorderly or unlawful manner or consequence or which may cause damage to the Lessor or to its property, the Board of Directors shall have the right to terminate said sublease by giving to the occupant written notice, either through the United States Mails direct to said occupant at Premises, or by personal delivery of said notice in writing to the occupant or any member of his family to vacate the Premises within five (5) days.

Said sub-lessee shall forthwith vacate the Premises within five (5) days as set forth in said notice. If said sub-lessee should fail to vacate the Premises within five (5) days, the Lessor may bring supplementary proceedings as are provided or may be applicable pursuant to the provisions of chapters 82 and 83 of the Florida Statutes to evict said sub-lessee and said Statutes are incorporated herein by reference and made a part hereof.

The decision to evict said sub-lessee shall be in the sole discretion of the Board of Directors as the purpose of this provision is to ensure that occupants of the property owned by the Lessor conduct themselves and their households in a manner which will maintain the high standards of a first-class apartment building.

Any sub lessee for under three (3) months accepting a sublease shall be bound by these provisions as though the same were fully set forth in sublease and shall have no defense whether in law or in equity to said eviction proceedings.

ARTICLE XX **DESTRUCTION OF BUILDING**

In case said Premises or the building in which the Premises is located shall be partly or completely destroyed by fire or other cause, the same shall be repaired or rebuilt as quickly as possible by the Lessor so as to conform substantially to the plans and specifications of the existing building. The Lessee agrees that during this period he shall continue to pay such assessments as may be required to be paid to the Lessor to ensure that all ground rentals or mortgage payments if any and other necessary carrying charges and expenses are met during this period.

ARTICLE XXI **SIGNS**

The Lessee agrees that the apartment building of which the Premises is a part is to be maintained as a high-class residential apartment and accordingly, Lessee agrees that no sign, advertisement or notice shall be painted, affixed, or otherwise inscribed on any part of the outside or inside of the building except as authorized by the Lessor.

Signed, sealed and Delivered:

Secretary's Signature

Secretary Witness Signature

Secretary's Name

Witness Name

Corporate Seal:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, as Secretary who are personally known to me/or produced the following identification:

NOTARY PUBLIC:

Lessee 1

Lessee 2

Lessee's Signature

Lessee's Signature

Lessee's Name

Lessee's Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, as Lessee(s) who are personally known to me/or produced the following identification:

NOTARY PUBLIC: