

EXHIBIT 5

BY-LAWS OF  
POMPANO ATLANTIS CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Corporation Under  
the Laws of the State of Florida

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ARTICLE I  
Identity

Section 1. Corporate Purpose:

These are the By-Laws of POMPANO ATLANTIS CONDOMINIUM ASSOCIATION, INC., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on 1973. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes, called the Condominium Act in these By-Laws, which condominium is identified by the name POMPANO ATLANTIS PHASE I. The Association shall also administer the second phase of the POMPANO ATLANTIS should same be submitted to condominium ownership.

Section 2. Office of Corporation

The office of the Association shall be at 1000 South Ocean Boulevard, Pompano Beach, Florida.

The Association may have offices at such other place as the Board of Directors may from time to time determine, or the Association may from time to time require.

Section 3. Corporate Seal

The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

ARTICLE II  
MEMBERSHIP

Section 1. As is set forth in the Articles of Incorporation of this Association, the membership of POMPANO ATLANTIS CONDOMINIUM ASSOCIATION, INC. shall consist of condominium unit owners in the condominium project who shall have recorded title in their

sale of the first condominium unit, at which time the owner of such unit shall become a member, the subscribers to the Articles of Incorporation shall constitute the total membership.

ARTICLE III  
MEETINGS

Section 1. Annual Meeting

The annual meeting of the members of the Association shall be held ~~on the first Wednesday of December of each year~~ at 8:00 o'clock P.M. at 1000 South Ocean Blvd., Pompano Beach, Florida, or at such other place, or places, as the Board of Directors may, from time to time, direct.

APPENDE  
8/3/88  
EACH  
YEAR  
A DATE  
BETWE  
FEB. 8TH  
AND  
FEB. 15TH

At the annual members' meeting, the members shall fill, by plurality vote and by written ballot the vacancies created by the expiring terms of the Board of Directors. The owner of each condominium unit shall have one vote. There shall not be cumulative voting. Plurality vote is authorized only in the election of the Board of Directors. Provided, however, that so long as the Developer shall have the right to appoint the full Board, as provided in the Articles of Incorporation, the members shall not vote for, not attempt to elect, Directors. The members shall also transact any other business as may properly be brought before said meeting.

Section 2. Notice

(a) At such times as the general membership of the Association is entitled to elect Directors, then at least ten (10) days before the election of Directors, a complete list of the members entitled to vote at said election shall be prepared by the Secretary and shall be posted on the corporation bulletin board for the examination by all members so that everyone shall be familiar with the persons entitled to vote at said meeting.

(b) Written notice of the annual meeting and of all special meetings shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting, except in the case of a special meeting, where there shall be a five (5) day allowance minimum notice.

Section 3. Special Meetings

Special meetings of the members for any purpose or purposes, unless otherwise prescribed by the Statutes or by the Certificate of Incorporation, shall be called by the President, or the Secretary, at the request in writing of a majority of the Board of Directors or at the request in writing of fifty (50%) percent of the membership of this Association. Such request shall state the purpose or purposes of the proposed meeting. All business transacted at such special meeting shall be confined to the subject stated in the Call and Notice of

(a) A majority of the total number of members of the Association present in person or represented by proxy, shall be necessary to constitute a quorum for all meetings of the members for the transaction of business, except as otherwise provided by Statute, the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any properly called meeting of the Members, the Members entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting until another meeting date set at the time of adjournment, which date in no case shall be less than eleven (11) days after the original meeting, at which second meeting no quorum, as above defined, shall be necessary in order to transact business. At such adjourned meeting which subsequently meets pursuant to notice given at the time of the adjournment, any business may be transacted which might have been transacted at the meeting as originally notified. It shall be necessary, however, ten (10) days prior to the meeting date designated at the time of adjournment, that all members be notified as provided in Section 2 of this Article of the date, time and purpose of the meeting, and that it is being called pursuant to this Section.

(b) When a quorum is present at any meeting, the vote of the majority of the members present or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of the Statutes of the Certificate of Incorporation, or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of the question.

#### Section 5. Voting

At any meeting of the members, every member having the right to vote shall be entitled to vote either in person or through a proxy who shall be designated by an instrument in writing, which proxy instrument shall be subscribed by such member and bear a date not more than ninety (90) days prior in point of time to said meeting, unless the instrument specifically provided upon its face for a longer period of time within which it is valid. All proxies shall be filed with the Secretary prior to the meeting at which the same are to be used, and note of said proxy shall be made in the minutes of the meeting. The owner of each condominium unit is entitled to cast one (1) vote for each unit owned. If ownership to said unit rests in two or more names, only one vote can be cast and this must be by unanimous consent of the owners of said unit. If the owners of a unit, if there be more than one, cannot agree on how to vote, such condominium unit shall lose its vote for the particular item voted upon, as there can be no split or fractional voting. If title to the condominium unit is held in the joint names of husband and wife, the one present and voting shall be presumed to have the consent of the other. If title to the condominium unit is held in the name of a corporation, such officer as may be designated by corporate resolution shall be entitled to vote for and in behalf of the

any meeting. If two or more condominium units are joined together by one owner as one large condominium living unit, such owner shall have one vote for each condominium unit so joined, and should such joined condominium units thereafter be separated, one vote shall go with each separate unit.

Section 6. The record of unit owners of the Association shall be closed for a period of ten (10) days against any transfer immediately preceding any meeting of the Association, and only those owners properly registered therein shall be entitled to vote at said meeting. The unit owners record book shall again be reopened after said meeting has been finally adjourned.

Section 7. Order of Business

The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (1) Election of chairman of the meeting.
- (2) Calling of the roll and certifying of proxies.
- (3) Proof of notice of meeting or waiver of notice.
- (4) Reading and disposal of any unapproved minutes.
- (5) Reports of officers.
- (6) Reports of committees.
- (7) Election of inspectors of election.
- (8) Election of directors.
- (9) Unfinished business.
- (10) New business.
- (11) Adjournment.

Section 8. Proviso

Provided, however, that until three (3) years after a Certificate of Occupancy has been issued for the second phase of POMPANO ATLANTIS, or until Developer sells all units in both phases or until the Developer elects to terminate its control of the condominium, but not later than January 1, 1978, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE IV  
DIRECTORS

AS  
AMENDED  
10/20/8

Section 1. Number and Appointment of Directors

"The condominiums of Pompano Atlantis and the business and all affairs of the Association shall be managed by a Board of Directors, numbering seven (7). Commencing with the next annual meeting following the adoption of this By-Law, two (2) directors shall be elected for a term of two (2) years; five (5) directors having been elected for a two (2) year term at the previous annual meeting shall serve the second (2nd) year of their term. At the second (2nd) subsequent annual meeting thereafter, five (5) directors shall be elected. The three (3) directors receiving the largest member of votes shall serve a two (2) year term; the remaining two (2) directors shall serve a one (1) year term. Thereafter, at each annual meeting the

~~of occupancy has been issued for the second phase of POMPANO-ATLANTIS or until Developer sells all units or until Developer shall terminate its control, whichever first occurs, but not later than January 1, 1978. The five (5) man Board of Directors need not be owners of condominium units nor residents of the condominium, nor members of the Association so long as Developer controls the Association, after Developer relinquishes control, the directors and officers of the Association shall be residents.~~  
UNIT OWNERS OR MEMBERS OF THE ASSOCIATION ENTITLED TO VOTE AT ASSOCIATION MEETINGS.  
Section 2. Election of Directors

AMENDED  
10/15/79

Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of five (5) members shall be appointed by the board of directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(c) The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meeting of members shall be filled by the remaining directors.

(e) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the Developer relinquishes control, as herein provided the first directors of the Association shall continue to serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors the vacancies shall be filled by the Developer.

### Section 3. Term

The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

### Section 4. Organization Meeting

directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

Section 5. Regular Meetings

Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 6. Special Meetings

Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 7. Waiver of Notice

Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 8. Director's Quorum

A quorum at directors' meeting shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

Section 9. Adjourned Meetings

If at any meeting of the board of directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. Joinder in Meeting by Approval of Minutes

The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 11. Presiding Officer

The presiding officer of directors' meetings

elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

#### Section 12. Order of Business

The order of business at directors' meetings shall be:

- (1) Calling of roll.
- (2) Proof of due notice of meeting.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers and committees.
- (5) Election of officers.
- (6) Unfinished business.
- (7) New business.
- (8) Adjournment.

#### Section 13. Directors' Fees

No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific corporate resolution.

#### Section 14. Powers and duties of Board of Directors

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees. Such powers shall include but not be limited to:

(a) To make rules and regulations respecting the use of the condominium property. A copy of the initial rules are attached hereto as Exhibit "A".

(b) To interview, investigate, approve or disapprove of proposed purchasers and lessees of condominium units except as hereinafter provided.

(c) To make and collect assessments from the members and expend said assessments for maintenance, insurance, taxes, utility services for common elements, for the repair and operation of the condominium property or for such other purposes as shall fall within the general powers of the Board of Directors and collect the rents payable under the 99 year recreation facilities leases and remit the same to the Lessor.

(d) To enter into any and all contracts on behalf of the Corporation and Condominium; and employ necessary personnel and do all other things necessary or incident to the carrying out of all functions and purposes of the condominium.

(e) To satisfy all liens against the condominium property, and pay necessary expenses connected therewith.

(f) To authorize the purchase of condominium apartment unit 4G by the Association for use by the condominium manager.



(a) Although the Board of Directors shall have the right to approve, disapprove and restrict proposed condominium unit leasing, such right shall exist only with regard to condominium units which have been initially sold once by the Developer and shall not apply to any condominium units which shall be owned by the Developer of the Condominium property, nor shall such right exist in regard to the institutional mortgagee who took the first and original mortgage on the condominium unit should such institutional mortgagee acquire the condominium unit as a result of a foreclosure sale or as a result of a deed conveyance to the institutional mortgagee by condominium owner of the condominium unit in lieu of foreclosure. The Developer and such institutional mortgagee shall have the unrestricted right to lease or sell (and without any fee charge by the Association) any unit it shall own, to any person it shall choose, without obtaining the consent of the Board as to the approval of the purchaser or lessee, or without obtaining approval as to the length of the lease or its terms and conditions.

(b) No unit owner, other than Developer, shall lease any condominium unit for a period of time of less than sixty (60) days. The Board of Directors shall approve all Lessees. A unit owner desiring to lease an apartment shall deliver to the Board of Directors, or a Rental Approval Committee if appointed by the Board of Directors, on such forms as may be provided or requested by the Board of Directors, such information as the Board may wish concerning the proposed Lessee, together with a non-returnable fee of \$25.00. The Board or Rental Approval Committee, shall have ten (10) days thereafter to approve or disapprove the proposed Lessee. If the Board or the Rental Approval Committee neither approves or disapproves the Lessee within the ten (10) day period, such shall be deemed automatic approval. If the Lessee is disapproved, the Board of Directors shall state to the condominium unit owner the basis of the disapproval. No member of the Board of Directors or the Rental Approval Committee shall ever be liable to any condominium unit owner for approving or disapproving a Lessee if such action was made in good faith. Each application for Lessee approval filed shall be accompanied with the \$25.00 fee.

## ARTICLE V OFFICERS

### Section 1. Executive Officers

The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or an Assistant Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of the President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

### Section 3. Vice-President

The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

### Section 4. Secretary

The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

### Section 5. Treasurer

The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

### Section 6. Compensation of Officers

An officer shall receive no compensation for services rendered to the corporation unless the same be specifically set and established by a corporate resolution of the general membership.

## ARTICLE VI

### INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

Section 1. The Association shall indemnify any Director, officer or employee, or former Director or employee of the Association, or any person who may have served at its requests as a Director, officer or employee, against expenses actually and necessarily incurred by him in connection with the defense

by reason of being or having been such Director, officer or employee, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The association may also reimburse any Director, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Directors not involved in the matter of controversy (whether or not a quorum) that it was to the best interest of the Association that such settlement be made and that such Director, officer or employee was not guilty of negligence or misconduct. Such rights of indemnification, and reimbursement shall not be deemed exclusive of any rights to which such Director, officer or employee may be entitled under any By-Laws, agreement, vote of owners of condominium units, or otherwise.

## ARTICLE VII FINANCE

Section 1. The funds of the Association shall be deposited with such bank as shall be designated by the Board of Directors for that purpose, and money shall be withdrawn therefrom only upon check or order signed by the President and countersigned by the Treasurer or any two (2) officers who shall be from time to time designated by the Board of Directors for that purpose.

Section 2. The fiscal and accounting year of this Association shall be set by resolution of the Board of Directors of this Association. In absence of specific designation by the Board the accounting and fiscal year of this Association shall be deemed to begin January 1st of each year and end December 31st of each year.

Section 3. Budget. The Directors shall adopt a budget for each fiscal year of the Association. Such budget will contain estimates of the cost of operating the condominium project during such fiscal year: shall make appropriate references to the requirements of the ninety-nine (99) year Recreation Facilities Lease referred to in these By-Laws, and shall include all common expense items as may be set forth herein or items as may be designated as common expense in the Declaration of Condominium, these By-Laws, by resolution, or by any other appropriate and proper means, including but not being limited to the maintenance and operation of all common elements such as, for example, the several club rooms, recreation rooms, halls, corridors, elevators, walkways, exterior walls, exterior doors, pipes, ducts, service areas, utility areas, parking and parking areas, recreational areas, swimming pool, sauna bath, manager's apartments; the cost of insurance of all types taken for the protection of the common areas and the leased property: taxes as levied: management, maintenance and security personnel: administrative costs, and any other expense item inuring to the benefit, ratably, of all condominium unit owners. All other expense items, although not designated

equally shall be assessed and charged to the owners as though it were a common expense. Also, the Directors shall determine what assessments, if any, will be required for improvements, capital expenditures, or other operations not included in the above, which shall be included in the budget.

A copy of the proposed budget shall be submitted by the Board of Directors to each member on or before thirty (30) days prior to the end of the fiscal year. Any changes in the budget shall be forwarded to each member as the budget is amended. Assessments shall be paid on each quarter year in advance, with the first assessment payment being made on a prorated basis where proper, upon receipt by the member of his Deed to his condominium unit. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. In the event of a failure on the part of a unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Directors shall take appropriate measures as may be allowable by law.

Section 4. The books of record of the Association shall be audited each year by a Certified Public Accountant, and a copy of such audit shall be furnished to each member no later than seventy-five (75) days after the end of the fiscal year.

Section 5. Assessments

Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in equal monthly installments on the first day of each month. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event that the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these By-Laws. The first assessment shall be determined by the board of directors of the Association.

Section 6. Acceleration of Assessment Upon Default

If an apartment owner shall be in default in the payment of an installment upon an assessment for more than 45 days, the board of directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment shall

apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 7. Assessments for Emergencies

Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the board of directors of the Association may require in the notice of assessment.

Section 8. All officers, directors or employees who are responsible for the Association's funds shall be bonded at the expense of the Association.

ARTICLE VIII

LEASE OF RECREATION FACILITY AREAS

Section 1. Association to enter into 99 year lease

The Association, as lessee, through its original board of directors and officers, for the recreation, enjoyment, use and other benefit of the apartment unit owners, is expressly authorized to acquire an exclusive 99 year leasehold interest in and to recreation facilities. A copy of said lease, incident to POMPANO ATLANTIS - PHASE I and attached to its Declaration of Condominium, is made a part hereof.

Section 2. Lessor, Association and Developer identical

It is specifically recognized that some or all of the persons comprising the original board of directors and the officers of the Association may be persons, individual or corporate, who might be considered as having or are agents for those having a beneficial interest in said lease, and that such circumstances shall not and cannot be construed or considered as a breach of their duties to this Association nor as possible grounds to invalidate such lease in whole or in part. Said lease may not be amended, revised or modified except in accordance with the provisions relative to amendment set forth in the Declaration unless the Lessor, in writing, shall waive such procedures, in which case said lease may be amended, revised or modified by the expression thereof executed by the board of directors of the Association and by the Lessor with the formality required for deeds and duly filed among the public records of Broward County, Florida.

Section 3. Unit Owners Bound

Each apartment unit owner, his heirs, successors and assigns, shall be bound by said recreation facility lease

to (a) subjecting all his right, title and interest in his apartment unit, the condominium and the Association to the lien rights granted the Lessor in said lease and other instruments; (b) adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as Lessee; (c) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment unit owners in the cases provided therefor in said lease; (d) ratifying, confirming and approving each and every provision of said lease and acknowledging that all the terms and provisions thereof, including rental reserved, are reasonable; and (e) agreeing that the persons acting as directors and officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association. The provisions of this Article VIII shall be deemed to be declared a covenant running with the land of the condominium and shall, until the Lessor shall declare otherwise, remain as such and be in full force and effect during the term of said lease whether or not the condominium in the Declaration created be sooner terminated.

#### Section 4. Ratification

The acts of the board of directors and officers in acquiring such leasehold be and the same are hereby ratified, confirmed and approved and adopted. The Association is authorized and empowered to do all things necessary to fully effectuate, ratify and adopt and execute said lease and any renewals, revisions and amendments thereof which the board of directors and the Lessor shall approve. The association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every apartment unit owner for all purposes provided in said recreation facility lease to do and perform each and every act and thing required of apartment unit owners in said lease and to consent to and execute any and all documents, if necessary, to effectuate any and all of the provisions of said community facility lease.

#### Section 5. Recreation Area Expense

The association shall include the maintenance expenses of all leased recreation facilities in its budget, as provided in Article VII above, and shall assess the same to each apartment unit owner as a common expense and in the same percentage as such owner pays the other common expenses of the condominium.

#### Section 6. Miscellaneous

Whenever any of the provisions of said recreation facility lease and these By-Laws shall be in conflict, the provisions of said recreation facility lease shall be controlling.

#### Section 7. Applicability to Phase II

In the event that POMPANO ATLANTIS - PHASE II

and area incident thereto, and the said lease when and if recorded as part of the Declaration of Condominium shall become part hereof by reference, and every provision hereof shall apply thereto.

ARTICLE IX  
AMENDMENT OF BY-LAWS

Section 1. Developers Right to Amend

The Developer, acting alone, shall have the sole and exclusive right to amend these By-Laws, at all times prior to the election of Directors by the Association membership.

Section 2. Procedure

(a) The following procedure shall govern amendments after Developer relinquishes control.

(b) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(c) A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary, at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(1) not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

(2) by not less than 80% of the entire membership of the Association; or

(3) until the first election of directors, by all of the directors.

(d) Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

(e) Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate

ARTICLE X  
PARLIMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

The foregoing were adopted as the By-Laws of POMPANO ATLANTIS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on \_\_\_\_\_, 197 .

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary



ATLANTIS CONDOMINIUM ASSOCIATION, INC.  
BEING ITS INITIAL RULES AND REGULATIONS

1. The walkways, entrances, halls, corridors and ramps shall not be obstructed or used for any purpose other than ingress to and egress from the apartment units.
2. The exterior of the apartment units and terraces and all other areas appurtenant to an apartment shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
3. No article shall be hung or shaken from the doors or windows or placed upon the outside window sills or balconies of the apartments.
4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways.
5. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the apartments or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
6. Each owner shall keep such apartment in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
7. No awnings, window guards, light, reflective materials, hurricane or storm shutters, ventilators, affixed fans or air conditioning devices shall be used in or about the apartment except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of Association.
8. Each apartment unit owner during the hurricane season, must prepare his apartment by:
  - (a) Removing all furniture, potted plants and other movable objects from his terrace and balcony; and
  - (b) Designating a responsible firm or individual satisfactory to the Association to care for his apartment should the apartment suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.
9. Signs. No "For Sale" signs or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements or apartments. The right is reserved to the declarer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartments

mortgage originally given to an institutional first mortgagee which may become the owner of an apartment and to the association as to any apartment which it may own.

10. All garbage and refuse from the apartment units shall be deposited with care to garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the owner by the Association.

11. Waterclosets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus shall be paid for by the owner in whose apartment it shall have been caused.

12. No owner shall request or cause any employee of the Association to do any private business of the owner, except as shall have been approved in writing by the Association.

13. Children. No persons who have not yet attained the age of 12 years of age shall be permitted to reside upon the lands except that children under such age may be permitted to visit and temporarily reside thereon provided that such temporary residence shall not exceed thirty (30) days in any one calendar year or thirty (30) days in any consecutive twelve (12) month period, whichever may provide the least permissible residence.

14. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the apartments or the roofs thereon.

15. The agents of the Association and any contractor or workman authorized by the Association may enter any apartment at any reasonable hour of the day for any purpose permitted under the terms of the Declarations of Condominium, By-Laws of the Association. Except in case of emergency, entry will be made by prearrangement with owner.

16. No vehicle belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent ready access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted in parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property or leasehold.

17. The owner shall not cause or permit the blowing of any horn from the vehicle of which his guests or family shall be occupants, approaching or upon any of the driveways or parking areas serving the condominium property or leasehold.

responsible for the presence of such article.

19. No owner shall use or permit to be brought into the apartments any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property.

20. The owners shall not be allowed to put their names on any entry of the apartments or mail receptacles appurtenant thereto, except in the proper places and in the manner prescribed by the Association for such purpose.

21. The Association may retain a passkey to each apartment. No owner shall alter any lock or install a new lock on any door leading into the apartment of such owner without the prior consent of the Association. If such consent is given, the owner shall provide the Association with a key for the use of the Association.

22. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the owner.

23. Apartment owners shall be held responsible for the actions of their children and their guests.

24. Food and beverage may not be prepared or consumed on the common areas, except in accordance with regulations which may be promulgated from time to time by the Association.

25. Complaints regarding the management of the apartments and grounds or regarding actions of other owners shall be made in writing to the Association.

26. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time.

27. The swimming pool and recreational areas are for the use of the condominium residents and their invited guests. Swimming and the use of other recreational facilities shall be at the risk of those involved and not in any event the risk of the Association or its manager.

28. The use of the swimming pool, pool area and recreational and activity facilities, permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by Association and posted in the swimming pool area and recreational areas.

29. No bird or animal shall be kept or harbored in the Condominium unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association in its sole discretion deems to be in the best interests of the Condominium as a whole. Such permission in one instance shall not be deemed to institute a blanket permission or permissions in any

dogs be permitted in any of the public portions of the Condominium unless carried. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development. If a dog or other animal becomes obnoxious to other owners by barking or otherwise, the owner thereof must cause the problem to be corrected; or if it is not corrected, the owner, upon written notice by the Association, will be required to dispose of the animal.

30. These Rules and Regulations may be modified, added to, or repealed at any time by the Association.

EXHIBIT 6

99-YEAR RECREATION  
FACILITIES LEASE

*[Handwritten signature]*

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THIS LEASE, made and entered into this 1st day of December, 1973, by and between DOLOMITE PROPERTIES LIMITED, a Canadian corporation (hereinafter called "Lessor"), and POMPANO ATLANTIS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation (hereinafter called "Lessee");

ARTICLE I - DEMISE

Upon the terms and conditions herein set forth and in consideration of the prompt and continuous performance by the Lessee of each and every of its covenants and promises herein made, the Lessor does let, lease and demise unto the Lessee, and the Lessee does hereby lease of and from the Lessor, the following described property, lying and being situate in Broward County, Florida, to-wit:

PARCEL I

The entire recreation unit of POMPANO ATLANTIS PHASE I, a condominium, according to the Declaration of Condominium thereof recorded under Clerks File No. 73-264858, Public Records of Broward County, Florida, together with all appurtenances thereto.

PARCEL II

Commencing at the intersection of the East right-of-way line of State Road A-1-A and the North line of Lot 7 Block 3 as shown in the plat of Morang and Parks Subdivision on Palm Island, Plat Book 2, Page 28 of the Public Records of Broward County, Florida; thence Easterly along the North line of said Lot 7, Block 3, a distance of 10.00 feet to a point on the East right-of-way line of State Road A-1-A; thence Southerly along the said East right-of-way line, making an angle of 89° 31'00" in the Southeast quadrant, a distance of 50 feet; thence Southerly continuing along the said East right-of-way line, making an included angle of 181°41'06", a distance of 145.01 feet; thence Easterly making an included angle of 88°34'18", a distance of 386.81 feet to the Point of Beginning; thence continue along the aforementioned line a distance of 187.19 feet to Point "A"; thence from the Point of Beginning with a deflection angle to the left of 90° from the line establishing the Point of Beginning, a distance of 8.00 feet to a point; thence with a deflection angle to the left of 90° a distance of 9.33 feet to a point; thence with a deflection angle to the right of 90° a distance of 13.57 feet to a point; thence with a deflection angle to the right of 90° a distance of 4.73 feet to a point; thence with a deflection angle to the left of 90° a distance of 32.70 feet to a point; thence with a deflection angle to the left of 90° a distance of 8.27 feet to a point; thence with a deflection angle to the right of 90° a distance of 17.00

with a deflection angle to the left of 90° a distance of 13.42 feet to a point; thence with a deflection angle to the right of 90° a distance of 5.00 feet to a point; thence with a deflection angle to the left of 90° a distance of 33.16 feet to a point; thence with a deflection angle to the right of 90° a distance of 9.40 feet to a point; thence with a deflection angle to the left of 90° a distance of 19.14 feet to a point; thence with a deflection angle to the right of 90° a distance of 3.65 feet to a point; thence with a deflection angle to the left of 90° a distance of 27.68 feet to a point; thence with a deflection angle to the left of 90° a distance of 3.65 feet to a point; thence with a deflection angle to the right of 90° a distance of 28.67 feet to a point; thence with a deflection angle to the right of 90°13'36" a distance of 120.72 feet more or less to a point on the High Water Line of the Atlantic Ocean (the same as located and existing on May 18, 1971); thence Southerly meandering the said High Water Line a distance of 193 feet more or less to Point "A". (Shown on Plat Plans attached to the Declaration of Condominium of POMPANO ATLANTIS PHASE I as "Leasehold Area "A").

#### ARTICLE II - TERM

To have and hold the same for a term of 99 years commencing January 1, 1974 and terminating on December 31, 2072.

#### ARTICLE III - DEMISE SUBJECT TO CONDITIONS

1. Lessee agrees that the within demise shall be subject to specifically, but not limited to, the following:

A. Conditions, restrictions, limitations and easements of record on the date of this Lease.

B. All zoning ordinances affecting said land, if any.

C. Questions of locations, measurements and survey.

D. City and county real estate taxes and any special tax district assessments for the year in which this Lease is executed and thereafter.

E. Terms and conditions of the Declaration of Condominium and Exhibits attached thereto of POMPANO ATLANTIS PHASE I.

2. The demised premises are subject to such easements for public utilities as appear of public record as of the date hereof, and Lessor shall have, at all times, the exclusive right to create, over or under such of the demised premises, for any and all public utilities, easements from time to time as the Lessor, in its discretion, shall deem appropriate, free and clear of the provisions of this Lease, provided only that

other properties located within the confines of the POMPANO ATLANTIS project.

3. Roads, paths or walkways established by the Lessor upon the demised land for pedestrian or motor vehicle traffic shall be not only for the use of members of the Lessee Association, but also for the use of unit owners of POMPANO ATLANTIS PHASE II, the Developer, in order to provide ingress to and egress from other portions of the POMPANO ATLANTIS project as may be reasonably required.

#### ARTICLE IV - ASSOCIATION

The Lessee is an Association formed to conduct and administer the affairs of POMPANO ATLANTIS PHASE I, as well as the affairs of the second phase of POMPANO ATLANTIS PHASE II, should the same be submitted to condominium ownership.

#### ARTICLE V - RENT

1. Upon the commencement of the term of this Lease as aforescribed, the Lessee covenants with the Lessor that it will pay to the Lessor, the sums hereinafter set forth, monthly, in advance, on the first day of each and every succeeding month during the term of this Lease for the use of the demised premises. The monthly rental shall be collected from the condominium unit owners by the Lessee as a common expense.

2. The rent during the first fifteen (15) years of this Lease shall be \$114,720.00 each year, payable as follows:

\$9,560.00 on January 1, 1974 and \$9,560.00 on the 1st day of each and every month thereafter until January 1, 1989 at which time the amount of rent shall be adjusted as set forth in Article VI hereafter.

3. POMPANO ATLANTIS PHASE I contains 239 apartment units plus one managers unit. It is understood that in the event that on the commencement date of this Lease, certain of the apartments have not been sold or closed, then and in that event the above rent shall be reduced by an amount equal to 1/239th for each apartment not sold or closed. In this event, the amount of rent stated shall, upon the sale of an apartment, be increased by an amount equal to 1/239th until all 239 apartments are sold.

4. Rent shall be payable at such places as the Lessor may specify in writing from time to time, and a place once specified as the place for payment of rent shall be such until it shall have been changed by written notice unto the Lessee by the Lessor.

5. All rent shall be payable in current legal tender of the United States, as the same is constituted by law at the time said rent becomes due.



by the Lessee or be required to pay to Lessee any monies allocated to rent of the recreational facilities for Condominium units that are owned by Developer and remain unsold or unclosed.

7. It is agreed and understood that the rent to be paid by the Lessee is a net rent, as hereinafter set forth in detail and that all taxes, assessments, utilities, insurance premiums, maintenance, mortgage payments, or other expenses are to be paid by Lessee.

ARTICLE VI - ADJUSTMENT OF RENT TO  
COST OF LIVING

1. In view of the fluctuating purchase power of the dollar, the parties hereto desiring to adjust the above described rents to such purchasing power agree an adjustment shall be made in the annual rents due and payable on and after January 1, 1989. The parties hereto adopt as standard for measuring the purchasing power of the dollar the capital consumer Price Index (revised using the 1957-1959 average as equal to one hundred) United States average on all items and commodity groups issued by the Bureau of Labor Statistics of the United States Department of Labor hereinafter referred to as "Index". The Basic Standard shall be the Index for January 1974. The annual rent shall be adjusted for the calendar year, 1989 and subsequent years by multiplying the rent of \$114,720.00 by a fraction, the numerator of which shall be the new index figure and the denominator of which shall be the Basic Standard. The new Index figure will be the average for the months of October, November and December of the year 1988. In no event shall the annual rent be less than \$114,720.00.

2. 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 so that the three months' average cannot be determined exactly as above contemplated for the Basic Standard, then the Basic Standard shall be arrived at from the Index or Indexes published by said Bureau most closely approximating such three months' interval. 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 the adjustment to the new Index shall be made on the basis of such conversion factor. Should the publication 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 adjustment herein provided for. Should said Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index may be published by another United States Governmental Agency 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

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 in the Index hereinabove first contemplated which new Index may be the 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 follar. Should there be no such publication by a governmental agency, then 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.

3. In the event of any controversy arising as to the proper adjustment for rent payments as herein provided, the Lessee shall continue paying the rent 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.

4. In addition to the foregoing paragraph providing for the increase of the rent covered by this Lease due to price fluctuation, it is agreed that if the United States dollar is ever officially devaluated by the United States Government, or replaced by a legal specie of a lesser value, then and in that event, the rent to be paid by the Lessee to the Lessor shall be increased in proportion to said devaluation so that the rent, including any increase by reason of fluctuations in the consumer Price Index, will be equal to the value of the United States dollar as of the date of the execution of this Lease.

#### ARTICLE VII - USE

1. The recreational facilities constructed on the lands hereinbefore described are for the joint and common use of the Lessee and/or the individual unit owners of POMPANO ATLANTIS PHASE I, as well as the unit owners of POMPANO ATLANTIS PHASE II should the same be submitted to condominium ownership.

2. The within premises shall be used only for recreational and/or leisure time purposes and activities subject to the rules and regulations prescribed by the Lessee, and approved by the Lessor, provided that such rules and regulations shall not conflict with any of the provisions of this Lease. The Lessee and/or the individual unit owners agree that the demised premises and all improvements thereon, during the term of this Lease, shall be used only and exclusively for lawful purposes, and that they will not use or permit or suffer anyone to use said premises or improvements for any purposes in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of the County of Broward, or the rules and regulations of the National Board of Fire Under-

1. The Lessee is an Association formed to conduct and administer the affairs of POMPANO ATLANTIS PHASE I, as well as the affairs of POMPANO ATLANTIS PHASE II, should the same be submitted to condominium ownership pursuant to the general plan of condominium ownership, each individual unit owner, in addition to receiving title to his apartment unit and to a percentage of the common elements appurtenant thereto, shall become a member of the Lessee Association, and each member shall have the right to use and enjoy the recreational facilities. Accordingly, for and in consideration of the Lessor's agreement to allow each member to use and enjoy the subject recreational facilities, the Lessee does hereby covenant and warrant unto the Lessor that prior to admitting any individual into the Association, it will gain from said individual and deliver to Lessor a Pledge of said individual's interest in his condominium parcel to secure the Lessee's obligations under this Agreement and the individual's obligation to pay his share of the common expenses of the condominium of which the rent, taxes, insurance and maintenance for the recreational facilities under this Agreement is a part thereof. A copy of the aforescribed "Pledge Agreement" is attached as Exhibit 7 to the Declaration of Condominium to which this Agreement is attached, and the Lessee and each parcel owner in the Condominium agree to the terms, conditions and form thereof. The failure of the Association to secure the aforescribed "Pledge Agreement" and deliver same to Lessor shall not be construed to mean that the title to the subject Condominium Parcel passes free and clear of the Pledge. In the event of such failure, the title to the individual's Condominium Parcel shall be automatically subject to the "Pledge Agreement" the same as if it had been executed and delivered to the Lessor in accordance with this Article.

2. It is mutually recognized and agreed by and between the Lessor and Lessee herein that in the event any unit owner is delinquent as aforescribed, this shall not preclude the other unit owners of the condominium from the use of the facilities; provided, however, that it shall be the obligation of the Lessee to enforce the collection of the assessments pertaining to the recreational facilities which are a part of the common expenses of the condominium in accordance with the provisions contained in the Declaration of Condominium.

3. In order to provide to each unit owner a reasonable and convenient method to avoid the results he may suffer due to the default by the Lessee Association in the payment of its rental obligation hereunder, the Lessor and Lessee mutually agree that at the option of either a unit owner or the Lessor, any member of the Lessee association may or must pay their share of the monthly rental (as calculated in Article V above) directly to the Lessor each month, and such monthly payment will (1) insulate and preclude the member unit owner from any liability hereunder; (2) insulate and preclude the member from any liability under his individual Pledge Agreement; and (3) preclude the member from being deprived of the use of the recreational facilities; provided, of course, that the member paying directly to the Lessor each month is (a) current at all times with regard to the payment of his pro rata share of all

and encumbrances of the Association; and (b) current at all times with regard to all other lawful charges, taxes, assessments, levies, liabilities and encumbrances levied or existing against his condominium parcel; and (c) not in default in any of his obligations pursuant to the Declaration of Condominium and all Exhibits attached thereto.

4. It is mutually understood and agreed to by and between the Lessor and the Lessee that all monies paid directly to the Lessor by an individual unit owner, as aforescribed, shall serve to reduce the Lessee's monthly obligation for the payment of rental hereunder in an amount equal to the sum so directly paid to Lessor by the individual unit owner.

#### ARTICLE IX - MAINTENANCE OF PREMISES

1. Lessee has the obligation to maintain the leased premises in good order, condition and repair. Lessor has no obligation whatsoever to maintain the leased premises or any of the improvements thereon. In the event that the portion of the demised premises comprising ocean beach facilities is damaged by storm, tide, waves, erosion or from any other cause, Lessor shall have no obligation hereunder to repair and restore same. Lessee agrees to permit no waste, damage or injury to said premises. At the expiration of the Lease created hereunder, Lessee shall surrender the premises in good condition, reasonable wear and tear excepted. Lessor agrees that the building, the electrical system, water system, air conditioning system, fixtures, equipment and all items of personalty within and upon the leased premises shall be under the full control of the Lessee or its agents, and that all operation, upkeep, repairs and replacement of such items shall be done by and at Lessee's expense. Lessee further agrees that it shall provide, at its expense, any and all utility services required or necessary in the operation of the demised premises. The Lessee shall not change the design, color, materials or appearance of the improvements now or hereafter placed upon the demised premises, any of the furniture, furnishings, fixtures, machinery or equipment contained therein without the Lessor's prior written approval.

#### ARTICLE X - DEVELOPER

1. The Developer. The Developer is the developer of the Condominium named in the Declaration of Condominium to which this Agreement is attached.

2. Rights of Developer. Until the Developer shall have completed the development and sale of all condominium units in the condominium created by the Declaration of Condominium to which this Agreement is attached, and until the sale of all units in the final phase of the POMPANO ATLANTIS, Developer shall have the following rights with regard to the demised premises, notwithstanding any other provisions of this Lease to the contrary:

portions of the demised premises for the purpose of promoting and aiding in the sale or rental of apartment units on or to be constructed on lands constituting the Condominium. Such rights may not be exercised in an unreasonable manner inconsistent with the rights of the Lessee and its members to use, occupy and enjoy such portions of the demised premises. The exercise of such rights by the Developer shall not reduce, abate or suspend the Lessee's obligation to pay rent, to repair and maintain such portions of the demised premises, to pay taxes and insurance premiums thereon and utilities therefor, or to perform in full all of its covenants and promises herein made.

B. Promotion. Display and erect signs, billboards and placards; and store, keep, exhibit and distribute printed, audio and visual promotional materials in and about the premises.

C. Rules and Regulations. Establish and promulgate rules and regulations not inconsistent with any of the provisions of this Lease concerning the use of the demised premises.

3. Acts of Developer. Although the Lessor of the recreational facilities herein demised may be the same entity as the Developer of the Condominium created by the Declaration of Condominium to which this agreement is attached, the Lessee agrees that the Lessor and Developer shall never, for any purpose, be construed or considered as being one and the same. No act of commission or omission by the Developer shall be construed or considered as (i) a breach made by the Lessor of any of its promises and covenants in this Lease; (ii) an actual, implied or constructive failure by the Lessor to deliver possession of the demised premises to the Lessee; (iii) an actual, implied or constructive eviction of the Lessee from the demised premises by the Lessor or anyone acting by, through, under or for it; (iv) an excuse, justification, waiver or indulgence by the Lessor to the Lessee with regard to the Lessee's prompt, full, complete and continuous performance of its covenants and promises herein.

#### ARTICLE XI - COVENANT TO HOLD HARMLESS

Lessor shall be, and is hereby, held harmless by Lessee from any liability for damages to any person or property in or upon said leased premises and the sidewalks adjoining same, including the person and property of Lessee, Lessee's agent, servants, employees and all persons upon the leased premises at Lessee's invitation. It is understood and agreed that all property kept, stored or maintained in or upon the leased premises shall be so kept, stored or maintained at the risk of Lessee only.

All persons are put upon notice of the fact that the Lessee shall never, under any circumstances, have the power to subject the interest of the Lessor in the premises to pay any mechanics' or materialmen's liens of any kind, and all persons dealing with the Lessee are hereby put upon notice that they must look wholly to the interest of the Lessee in the demised premises and not to that of the Lessor. The Lessee will not permit or suffer to be filed or claimed against the interest of the Lessor in the demised premises during the continuance of this Lease any claim or lien of any kind and if such be claimed or filed, it shall be the duty of the Lessee within thirty (30) days after the claim shall have been filed among the Public Records of Broward County, State of Florida, or within thirty (30) days after the Lessor shall have been given notice of such claim and shall have terminated notice of the receipt of such unto the Lessee (whichever thirty (30) day period expires first), to cause the demised premises to be released from such claim either by payment or posting of bond or the payment into Court of the amount necessary to relieve and release the demised premises from such claim or in any other manner in which, as a matter of law, will result, within the said thirty (30) day period, in the release of the Lessor and its interest in the demised premises from such claim or lien; and the Lessee covenants and agrees, within said period of thirty (30) days, to so cause the premises and the Lessor's interest therein to be relieved from the legal effect of such claim or lien.

#### ARTICLE XIII - INSURANCE

At the sole expense of the Lessee, the Lessee shall keep in force insurance policies as follows:

1. Public Liability. Comprehensive general public liability insurance in which the Lessor and Lessee shall be the named insureds against claims for bodily injury, sickness or disease, including death, at any time resulting therefrom; and for damage to or destruction of property, including the loss of use thereof arising out of ownership, maintenance, use or operation of the demised premises or any building, improvement or personalty located thereon, without maximum limitations and in which the limits of liability shall not be less than \$1,000,000.00 for one person and \$3,000,000.00 for more than one person in one single accident.

2. Rent Insurance. Rent insurance wherein the Lessor shall be the named insured against loss of all or any part of the rental due under this Agreement from Lessee to Lessor by virtue of rental hereunder being temporarily and/or permanently discontinued by fire, windstorm or other perils or hazards to the demised premises and/or any structures now or hereafter situated thereon.

3. Property Insurance. Policies of insurance insuring against loss or damage to the buildings and improvements now or hereafter located upon the demised premises

insuring against loss by:

(a) Fire. Fire, windstorm and such other hazards as may be included in the broadest form of extended coverage from time to time available;

(b) Boiler. By boiler explosion, if boilers are now or hereafter located in the aforesaid buildings; and

(c) Other. To the extent required by the Lessor, war damage or damage by civil insurrection or commotion as the same may not be covered by other policies referred to above.

The insurance required thereunder shall be in an amount equal to the maximum insurable value, excluding foundation and excavation costs. In compliance with the foregoing, the Lessee shall furnish policies insuring actual replacement costs without deduction for depreciation and in such case the term "maximum insurable value" as used in the preceding sentence shall mean the actual replacement cost of the property required to be insured without deduction or depreciation. If policies insuring replacement costs are not available, then the same term "maximum insurable value" shall mean the actual cash value with due allowance for depreciation of the property required to be insured to the extent such insurance may be afforded under policies insuring in that matter.

4. General. All insurance required to be carried under this Article, shall be effected under policies written in such form and issued by such companies as shall be approved by the Lessor, who shall not unreasonably withhold such approval. All policies required by this Article shall be for the benefit of the Lessor, the Lessee and mortgagees as to the demised premises, as their interests may appear, and shall be subject to such provisions as mortgagees of the demised premises may require.

5. Reconstruction and Repair. Upon the occurrence of any beach erosion or damage or any damage, or total or partial destruction of any portion of the demised premises, including improvements, buildings and structures, seawalls, furniture, furnishings, fixtures, machinery and equipment now or hereafter placed thereon, whether or not the casualty causing such damage be insured against and whether or not, if insured, any proceeds are paid therefor, the following provisions shall apply:

(a) Reconstruction and Repair by Lessee. The Lessee, at its expense, shall repair and reconstruct, if necessary, any and all improvements, beach, seawall, buildings and structures so damaged; and replace or repair all personal property so damaged so as to restore the same to first class condition. Such work shall be commenced no later than sixty (60) days after the occurrence of damage and shall be completed no later than ten (10) months after date of commencement. The foregoing time limitations shall be extended due to any time lost by reason of (i) act of

(b) Plans, Specifications and Estimates. Within thirty (30) days after the occurrence of damage, the Lessee shall supply to the Lessor plans and specifications of the nature to restore the damaged improvements, buildings, structures and personal property to first class condition. Said plans and specifications shall be prepared and be under the supervision of an architect licensed to practice as such in the State of Florida. Within thirty (30) days after furnishing said plans and specifications, the Lessee shall furnish to the Lessor a contract executed by an independent general contractor wherein the work, labor and materials indicated by such plans and specifications will be furnished at an agreed price, and a performance, completion and payment bond is a part thereof. To the extent that the damage shall occur to personal property, other than fixtures, a bid need only be supplied from a supplier of same with a firm price indicated thereon.

(c) Insurance.

(i) Fund. In the event proceeds of insurance shall be payable by reason of damage and/or total or partial destruction of the demised premises, including improvements, beach, seawall, buildings and structures; furniture, furnishings, fixtures, machinery and equipment now or hereafter placed thereon, as often as such insurance proceeds shall be payable, the same shall be paid to the Lessor and said sums so paid shall be deposited in a special account of the Lessor in a bank in Broward County, Florida, designated by the Lessor, and such sums shall be available to the Lessee for reconstruction and repair and shall be paid out of the said special account from time to time by the Lessor upon the estimates of the architect licensed as such in the State of Florida having supervision of such reconstruction and repair, certifying that the amount of such estimate is being applied to the payment of reconstruction and repair, at reasonable cost therefor and not in excess of the fair value thereof; provided, however, that it shall be the duty of the Lessee at the time of contracting or undertaking for such repair or reconstruction, and as frequently thereafter as the Lessor may require, provide evidence satisfactory to the Lessor that at all times and undisbursed portion of such fund in said bank account is sufficient to pay for the reconstruction and repair in its entirety. If at any time it should reasonably appear that said fund will be insufficient to pay the full cost of said repair and reconstruction, the Lessee will immediately and forthwith deposit into said fund such additional funds as may reasonably appear to be necessary to pay such full cost and to procure receipted bills and full and final waiver of lien when the work shall have been completed and done. The provisions of Article XVII 1 (b)(1), (2) and (3) relative to



to the extent the context so permits.

(ii) Proviso. If any instance where the proceeds of insurance for damage or destruction shall be less than \$5,000.00 for the reason that the reasonable estimate of the damage shall be less than \$5,000.00, then the proceeds of insurance shall be payable to the Lessee and disbursed by it for the purpose of paying for the reconstruction and repair.

(iii) Surplus. When, after the payment for repair or replacement of damages pursuant to this Article, there shall remain insurance proceeds, the balance shall be distributed:

Lessor. First to the Lessor those amounts necessary to pay all payments then in default by Lessee; and

Lessee. The remaining balance, if any, to the Lessee.

6. Mortgagees. Notwithstanding anything contained herein, it is agreed that the provisions of any mortgage now or hereafter encumbering the demised premises relative to insurance and proceeds thereof shall have priority and supersede all of the provisions hereof. In the event a mortgagee shall have an option to apply insurance proceeds to the reduction or payment of the mortgage debt and so elects to apply the same or some portion thereof, the Lessor shall be required within one hundred twenty (120) days after the application of said sums by such mortgage to create from its own funds or from the proceeds of a new mortgage upon the demised premises the same amount of monies so applied by such mortgagee, which monies shall be held by the Lessor or mortgagee pursuant to the provisions hereof as if the same were the proceeds of such insurance. If a mortgagee shall elect to permit the application of insurance proceeds to reconstruction and repair, such mortgagee may hold such amounts as may be necessary to pay for reconstruction and repair, to the disbursement of the same, and to such other matters relating to such funds and proceeds as such mortgagee may require.

#### ARTICLE XIV - ASSIGNMENT

Lessee may not assign or sublease its interest in this Lease. In the event a unit owner in the condominium sells his unit and said unit owner desires to relieve himself of all personal liability and obligations under this Lease and under the terms of the Pledge Agreement attached to the Declaration of Condominium to which this Lease is attached and entered into by the unit owner in favor of Lessor, then said unit owner shall obtain a Pledge Agreement executed by his purchaser and deliver same to the Lessor. By the Purchaser's execution of said

for the performance of his obligations under this Lease. Upon full compliance with the foregoing, the selling unit owner shall be released of personal liability under the within Lease and under his individual Pledge Agreement.

#### ARTICLE XV - NON PAYMENT OF RENT

If any rent payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same is due and payable, or if Lessee shall violate or default in any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for Lessor to declare this Lease forfeited and the said term ended; and to re-enter the above described premises, with or without process of law, using such force as may be necessary to remove Lessee and its chattels therefrom and Lessor shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease.

It is further understood that Lessee will pay, in addition to the fees and other sums agreed to be paid hereunder, such additional sums as the court may adjudge reasonable as attorney's fees in any suit or action instituted by Lessor to enforce the provisions of this Lease or the collection of the rent due Lessor hereunder, or in defending the validity of this lease.

#### ARTICLE XVI - CUMULATIVE REMEDIES

The various rights, remedies, powers, options, elections, preferences, pledges and liens of the Lessor set forth in this Lease shall be construed as cumulative and no one of them shall be construed as being exclusive of the other or exclusive of any rights or priorities allowed by law or by this Lease, and the exercise of one or more shall not be construed as a waiver of the others.

#### ARTICLE XVII - EMINENT DOMAIN

1. As to Demised Premises.

(a) Total Taking. If, during the term of this Lease, the entire demised premises shall be taken as a result of the exercise of the power of eminent domain (herein called "proceeding"), this Lease and all right, title and interest of the Lessee hereunder shall cease and come to an end on the date of the vesting of title pursuant to such proceeding and the Lessor shall be entitled to and shall receive the total award made in such proceeding, and the Lessee hereby absolutely assigns such award to the Lessor.

(b) Partial Taking. If, during the term of this Lease,

so taken and the Lessor shall be entitled to and shall receive the total award made in any such proceeding, and the Lessee hereby assigns such award to Lessor, but in such case, the Lessee covenants and agrees that at Lessee's sole cost and expense (subject to reimbursement hereinafter provided), it will promptly restore, repair and replace those portions of the buildings on the demised premises not so taken to complete architectural units and replace buildings totally taken for the use and occupancy of the Lessee as expressed in this Lease. The Lessor agrees, in connection with such of any award or damage to the building or buildings on the demised premises that may be received by it in any such proceeding toward the cost of such restoration and replacement (but the amount so applied shall not, however, include the cost of any alteration, construction and/or change of improvement the Lessee may desire to make that is not necessary in order to restore that portion of the buildings not so taken to a complete architectural unit or replace buildings totally taken to substantially the same usefulness, design and construction as immediately before such taking, it being understood that no alteration or change in the basic configuration of the improvement shall be made without the approval of the Lessor), and the said net award shall be paid out from time to time to the Lessee as such restoration and replacement progresses upon the written request of the Lessee which shall be accomplished by the following:

(1) A certificate of the architect or engineer in charge of the restoration dated not more than thirty (30) days prior to such request setting forth the following:

(i) That the sum requested to be withdrawn either has been paid by Lessee and/or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have completed restorations or replacements, and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid and/or due to each of said persons in respect thereof, and also stating that no part of such cost in any previous or then pending application has been or is being made the basis for the withdrawal of any proceeds of any such award; and

(ii) That except for the amounts, if any, stated in said certificate pursuant to Article XVII 1(b) (1) (i) to be due for services or materials, there is no outstanding indebtedness known, after due inquiry, to said architect or engineer, for the purchase price or construction of such repairs, restorations or replacements, or for labor, wages, materials or supplies in connection with the

materialmen's, statutory, or other similar lien upon said repairs, restorations, replacements, the demised premises or any part thereof.

(2) An Affidavit sworn to by Lessee stating that all materials and all property constituting the work described in the aforesaid certificate of the architect or engineer, and every part thereof, are free and clear of all mortgages, liens, charges or encumbrances, except encumbrances, if any, securing indebtedness due to persons (whose names, addresses and the several amounts due them shall be stated) specified in said certificate pursuant to Article XVII 1(b) (1) (i) above, which encumbrances will be discharged upon payment of such indebtedness; and also stating that there is no default in the payment of the rent, any item of additional rent or other charge payable by Lessee hereunder.

(3) An official search or other evidence satisfactory to Lessor showing that there has not been filed, with respect to the demised premises, any mechanics' or other lien which has not been discharged of record except such as will be discharged upon payment of the amount then requested.

Upon compliance with the foregoing provisions, Lessor shall, out of the proceeds of such net award, on request of Lessee, pay or cause to be paid to the persons named in the certificate, pursuant to Article XVII 1(b) (1) (i) above, the respective amounts stated in said certificates to have been paid by Lessee; provided, however, that such payments shall not exceed in amount the fair value as stated in said certificate of the relevant work.

If payment of the net award as aforesaid shall not be received by Lessor in time to permit payment as the work of restoration and replacement progresses, the Lessee shall nevertheless perform and fully pay for such work without delay (except for unavoidable delays over which the Lessee has no control) and payment of the amount to which Lessee may be entitled shall thereafter be made by Lessor out of said net award as and when payment of such net award is received by Lessor. If the funds to be applied by Lessor shall be insufficient to pay the entire cost of such restoration, the Lessee agrees to pay any deficiency and to deposit the amount of such deficiency, as estimated by the architect or engineer who shall first make the certificate called for in Article XIII hereinabove, with Lessor prior to any work being contracted for or performed.

From and after the date of vesting of title in such proceeding, a just proportion of the rent, according to the nature and extent of such taking, shall

be retained by Lessor as its property.

(c) A Taking of Less Than Fee Simple Title. If all or any of the demised premises shall be taken by exercise of the right of eminent domain for governmental occupancy for a limited period, this Lease shall not terminate, and the Lessee shall continue to perform and observe all of its covenants as though such taking had not occurred, except only to the extent that it may be prevented from so doing by reason of such taking. In the event of such a taking, the Lessee shall be entitled to receive the entire amount of any award made for such taking (whether paid by way of damages, rent or otherwise), unless the period of governmental occupancy extends beyond the term of this Lease, in which case the award to the extent that it represents rent shall be apportioned between the Lessor and Lessee as of the date of the end of the term of this Lease. The Lessee covenants that at the termination of any such governmental occupancy, it will, at its cost and expense, restore the improvements on the demised premises in as good condition as when new, but the Lessee shall not be required to do such restoration work if, on or prior to the date of such termination of governmental occupancy, the term of this Lease shall have ended.

(d) Proration. In the event of the termination of this Lease in full or as to any portion of the demised premises as a result of a total or partial taking by proceeding, the Lessee shall pay to the Lessor all rent and all other charges payable by the Lessee with respect to the demised premises or part thereof so taken justly apportioned to the date of taking.

#### ARTICLE XVIII - SOLVENCY OF LESSEE

If, during the term of this Lease, (a) the Lessee shall make an assignment for the benefit of creditors; or (b) a voluntary or involuntary petition be filed by or against the Lessee under any law having for its purpose the adjudication of the Lessee as a bankrupt or the extension of the time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of the Lessee or the reorganization of the Lessee; or (c) a permanent receiver be appointed for the property of the Lessee, this Lease, at the option of the Lessor, shall be terminated and shall expire as fully and completely as if the day of happening of such contingency coincided with the date specifically fixed as the expiration of the term hereof, the provisions relative to notice and grace notwithstanding, and the Lessee shall then quit and surrender the demised premises to the Lessor, but the Lessee shall remain liable as hereinafter provided. If the Lessee shall contest any proceeding of an involuntary nature which would be grounds or cause for the termination under this section, by suitable process according to law and shall prosecute said defense with due diligence, provided all other covenants of the Lessee herein made or otherwise kept and performed, the right of termination by the Lessor under this

Lessee shall abandon or fail to take suitable action to preserve its right to contest the proceeding. The Lessee shall, every twenty (20) days, notify the Lessor of its continued intention to prosecute its defense and, further, advise the Lessor of the status of all litigation then pending; and the failure of the Lessee to do so shall be deemed a termination of the suspension of the Lessor's right to terminate as above provided. If a defense shall be brought by the Lessee and timely prosecuted, and the Lessee shall comply with the above provision with regard to notice and information to the Lessor, then the right of the Lessor to terminate by reason of the provisions of this Section shall be controlled by the outcome of such litigation that is:

(a) If such litigation be resolved in favor of the Lessee, the Lessor shall have no right to terminate by reason of the occurrence of the acts listed above.

(b) If such litigation be resolved against the Lessee, the Lessor shall have the right to terminate as above provided, but nothing herein shall be construed as relieving the Lessee of the performance of any of its covenants herein which become performable prior to the determination of the outcome of such litigation or the earlier abandonment of defense by the Lessee.

#### ARTICLE XIX - HOLDING OVER

In the event Lessee remains in possession of the leased premises after the expiration of this Lease without the execution of a new Lease, it shall be deemed to be occupying said premises as a Lessee from month to month, subject to all the conditions, provisions and obligations of this Lease.

#### ARTICLE XX - WAIVER

One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a subsequent approval by Lessor to, or of, any act by Lessee requiring Lessor's consent or approval and shall not be deemed to waive or render unnecessary Lessor's consent or approval to, or of, any subsequent act of Lessee.

#### ARTICLE XXI - SUBORDINATION

It is understood and agreed between the parties hereto that this instrument shall not be a lien against said demised premises in respect to any principal lease, mortgage or deed of trust that now exists against said demised premises or to any mortgage or deed of trust that hereafter may be placed against said premises, or extensions thereof, and that the recording of such principal lease, mortgage, mortgages or deed of trust shall have preference and precedence and be superior and prior in lien of this Lease, irrespective of the date of recording. The Lessee agrees to execute any such instrument without cost

mortgages or deed of trust, and a refusal to execute such instrument shall entitle the Lessor, its assigns and legal representatives to the option of cancelling this Lease without incurring any expense or damage, and the terms hereby granted are expressly limited accordingly. The Lessee does hereby agree that the within paragraph shall, in fact, constitute and be the subordination as provided for herein. The Lessee further hereby constitutes and appoints the Lessor or his or its Attorney-in-fact for the purpose of executing any formal instrument of subordination, if same is required.

#### ARTICLE XXII - NOTICES

Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Lessee is in writing, addressed to Lessee at the address of the condominium building described in the Declaration of Condominium to which this Agreement is attached and sent by certified mail with postage prepaid, or by delivery thereof to any director or officer of the Lessee; and if such notice be to Lessor it shall be in writing addressed to Lessor at such address as the Lessor may from time to time designate, and sent by certified mail with postage prepaid.

#### ARTICLE XXIII - CONSTRUCTION

Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provisions contained herein nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and the neuter genders, if such be appropriate.

#### ARTICLE XXIV - NON-LIABILITY

Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased.

#### ARTICLE XXV - CONSENT NOT UNREASONABLY WITHHELD

Lessor agrees that whenever under this Lease provision is made for Lessee securing the written consent of Lessor, such written consent shall not be unreasonably withheld.

Lessee agrees that as part of the consideration of this Lease, it will pay any and all real estate taxes, personal property taxes, assessments and assessments of special tax districts levied upon the land and improvements of the above described premises during the term of this Lease and shall pay said taxes prior to the date on which they become delinquent.

ARTICLE XXVII - FORECLOSURE OF PLEDGE  
AGREEMENT(S) NOT TERMINATION

The foreclosure of other actions to enforce the pledges obtained by and from the individual unit owners as provided for in Article VIII hereof shall not be construed or considered as a termination or cancellation of this Lease or operate as an extinguishment of any other lien right created herein or provided for by law, except such pledges that have been foreclosed shall not stand as security for any amounts realized and actually collected by the Lessor in foreclosure or such other action.

It is further understood that the foreclosure by the Lessor or any other action by the Lessor to enforce the liens provided for by law shall not be considered or construed as a termination or cancellation of this Lease, or operate as an extinguishment of such liens, except such liens shall not stand as security for any amounts realized and actually collected by the Lessor in foreclosure or such other actions.

ARTICLE XXVIII - RIGHTS OF  
INSTITUTIONAL FIRST MORTGAGEE

1. An institutional first mortgage referred to herein shall be a mortgage upon a single condominium parcel originally granted to and owned by a bank, savings and loan association, insurance company, or other generally recognized lending institution, or through their respective loan correspondents, intended to finance the purchase of a condominium parcel, or its refinance, or secure a loan where the primary security for the same is the single condominium parcel involved.

(a) Subordination by Lessor. The Lessor and Lessee do hereby subordinate any liens they may acquire hereunder to the lien of any institutional first mortgage against a single Condominium Parcel and will execute an instrument of subordination or join in the execution and delivery of a mortgage (provided they do not assume or become obligated to perform any of the covenants of the mortgagor therein) as the mortgagee may require.

(b) Foreclosure by Institutional First Mortgagee. If an institutional first mortgagee shall foreclose its mortgage against a condominium parcel and obtain title to the same by public sale held as a result of such foreclosure suit, or should such institutional first mortgagee acquire title by conveyance in lieu of foreclosure, then so long thereafter as



such institutional mortgagee shall continue to hold the title to said condominium parcel, the rent provided for hereunder shall be reduced to the extent as if such Condominium Parcel did not exist, provided said institutional first mortgagee shall receive the benefit of such reduction in rent by credit against its portion of the common expenses of the Condominium in which it has title to a Condominium Parcel. The same shall not reduce or abate any other of the promises and covenants of the Lessee herein. The foreclosure of an institutional first mortgagee's lien shall not operate as an extinguishment of this Lease, in whole or in part, or as a termination of the Lessor's or Lessee's lien, as aforesaid, as against the Condominium Parcel so foreclosed. Upon an institutional first mortgagee's conveying its title to the Condominium Parcel so acquired by it, the foregoing abatement of rent shall immediately cease and terminate.

(c) Lessors interest cannot be encumbered. No mortgage lien or other encumbrance against a Condominium Parcel or the Condominium property shall be considered or construed as a mortgage, lien or other encumbrance against the fee simple title of the Lessor in and to the demised premises or the Lessee's interest under this Lease. To the extent that it shall be necessary to perform any of its rights, privileges and remedies, which provisions may not be revoked or amended without the consent of the Lessor, the Lessee shall, at all times, be the irrevocable agent-in-fact for each condominium parcel and for each owner of a mortgage or other lien upon a Condeominium Parcel and for each owner of any other interest in a Condominium Parcel or the Condominium property, except the Lessee shall not, at any time, be the agent-in-fact for the Lessor. With regard to the performance of such promises and covenants and the exercise of such rights, remedies and privileges, the Lessee shall be deemed to be acting for itself and as agent-in-fact for each and every of the above-described parties.

ARTICLE XXIX - AUTOMATIC CONSENT AND RATIFICATION  
OF THIS LEASE BY UNIT OWNERS AND OTHERS

Each and every person, whether real or corporate, who shall take any interest whatsoever in or to any condominium parcels in the condominium property after the recording of this Lease, by acceptance, delivery or the recording of the deed, contract, grant, assignment or other instrument granting, conveying or providing for such interest, or by the mere first exercise of the rights or uses granted herein, shall be deemed to consent to and ratify, without further act being required, the provisions of this lease to the same effect and extent as if

subjecting such person's or persons' interests, in full, to the terms of this Lease.

#### ARTICLE XXX - TERMINATION OF LESSEE ASSOCIATION

A voluntary or involuntary termination of the Lessee Association shall not terminate this Lease, but upon termination of the Association, all of the unit owners of the condominium, as unit owners or as tenants in common, or otherwise, shall automatically and by operation of this Lease, jointly and severally, collectively constitute the Lessee hereunder and shall jointly and severally be obligated to perform each and every of the Lessee's covenants, promises and undertakings. Upon a unit owner's acquiring an interest in the Lessee's rights under this Lease, his rights hereunder may thereafter be assigned only if there then be no default in any of the provisions of this Lease and only if such assignment be in connection with a sale, transfer or hypothecation of all of his rights in the property which was, prior to termination, condominium property; provided, however, that any first mortgagee's being a bank, insurance company or savings and loan association which has become or becomes a unit owner or tenant in common by foreclosure or deed in lieu of foreclosure shall not be made liable or obligated in any way by the provisions of this section, but the grantee of such mortgagee shall be fully liable and obligated hereunder.

#### ARTICLE XXXI - DUTY OF LESSEE TO ASSESS AND PAY

It shall be the duty of the Lessee to assess its unit owners in accordance with the Florida Condominium Act, its Declaration of Condominium and all Exhibits attached thereto in such amounts as shall be necessary to pay its obligations, payable in money to the Lessor hereunder, and to otherwise perform its covenants and promises herein.

#### ARTICLE XXXII - DEMOLITION

The Lessee shall not demolish any of the building, structures or improvements now or hereafter placed upon the demised premises without the consent, in writing, of the Lessor, which the Lessor may withhold in its absolute discretion or grant upon such terms as it shall deem appropriate.

#### ARTICLE XXXIII - LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS

If the Lessee shall fail to pay the costs and maintenance and repair, or, if it shall fail to take out, maintain and deliver insurance policies, or if it shall fail to perform any other act on its part covenanted herein to be performed by it, then the Lessor may, but shall not be obligated to do so and without notice of demand upon the Lessee, perform the act so

Lessor, together with interest thereon at the rate of ten (10%) percent per annum and reasonable attorney's fees incurred by the Lessor in and about the collection of the same, shall be deemed additional rent hereunder and shall be payable to the Lessor on demand or, at the option of the Lessor, may be added to any rent then due or thereafter becoming due under this Lease; and the Lessee covenants to pay any such sums with interest and reasonable attorneys' fees, as aforesaid, and the Lessor shall have, in addition to any and all other rights and remedies herein provided, the same rights and remedies in the event of non-payment as in the case of default by the Lessee in the payment of rent.

#### ARTICLE XXXIV - QUIET ENJOYMENT

The Lessor covenants and agrees with Lessee that so long as Lessee keeps and performs all of its covenants herein made, the Lessee shall have quiet and undistributed and continued possession of the premises, subject only to the rights of the Developer to use, occupy and enjoy the same.

#### ARTICLE XXXV - LESSORS RIGHT OF ENTRY

The Lessor and its agents shall have the right of entry upon the demised premises at all reasonable times to examine the condition and use thereof, provided such right shall be exercised only in such manner as not to interfere with the Lessee in the conduct of Lessee's operation of said premises.

#### ARTICLE XXXVI - INDEMNIFICATION

The Lessee indemnifies and agrees to save harmless the Lessor from and against any and all claims, debts, demands or obligations which may be made against the Lessor or against the Lessor's title in the demised premises arising by reason of or in connection with the making of this Lease, and in and to the demised premises, and the Lessee's use, occupancy and possession of the demised premises; and if it becomes necessary for the Lessor to defend any actions seeking to impose any such liability, the Lessee will pay to the Lessor all costs and reasonable attorneys' fees incurred by the Lessor in effecting such defense in addition to any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such sum is asserted.

#### ARTICLE XXXVII - WASTE

The Lessee shall not do or suffer any waste or damage disfigurement or injury to the demised premises, to any improvements, structures, buildings and personal property now or hereafter placed or brought thereon.

The captions and titles contained in this Lease are for convenience and reference only, and in no way define, limit or describe the scope or intent of this Lease or any part thereof, or in any way affect this Lease.

ARTICLE XXXIX - LESSORS COVENANTS

Lessor agrees that at all times during the term hereof, it will keep current any mortgages or encumbrances against the demised premises. In the event Lessor is in default of any of its obligations under this paragraph, Lessee may make payment for Lessor and deduct such payment from the next ensuing rental payment or payments, provided that prior to payments, Lessee gives ten (10) days' written notice to Lessor of its intention to make such payments.

ARTICLE XXXX - SEVERABILITY

The invalidity in whole or in part of any covenant, promise, or undertaking of any section, sub-section, sentence, clause, phrase or word, or of any provision of this Lease or any Exhibits attached hereto, shall not affect the validity of the remaining portions hereof.

ARTICLE XXXXI - NO DIMUNITION IN RENT

In the event that Parcel II described in Article I hereinabove encroaches on the property of any adjoining landowner or on the public beach, the validity of this lease shall not be affected thereby, nor shall there ever be any dimunition in the payment of rent hereunder as a result thereof or for any other cause.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day, month and year first above written.

	Lessor:
Signed, sealed and delivered	
in the presence of:	DOLOMITE PROPERTIES LIMITED,
	a Canadian corporation
	(SEAL)
_____	By _____
	Its President
_____	Attest: _____
(As to Lessor)	Its Secretary
	Lessee:
	POMPANO ATLANTIS CONDOMINIUM
	ASSOCIATION, INC., a non-profit
	Florida corporation
	(SEAL)
_____	By _____
	Its President