



HOLLANDER · GOODE · LOPEZ

Attorneys at Law  
314 South Federal Highway  
Dania Beach, FL 33004  
(954)-523-3888  
www.HGL-Law.com

July 31, 2025

Shawn Martin  
1760 NW 73<sup>rd</sup> Avenue #48  
Plantation, FL 33313-4433  
Shawn Martin: [sem2000s@gmail.com](mailto:sem2000s@gmail.com)/ Shawn Martin: [smartin@isccompany.net](mailto:smartin@isccompany.net)

SENT VIA CERTIFIED MAIL RRR AND EMAIL

Re: Omega Villas / Shawn Martin – 1760 NW 73 AVE #48 PLANTATION FL 33313  
Inspection and Access to your Unit August 12, 2025

Dear Mr. Martin:

As you know this Firm represents Omega Villas Association, Inc. Please direct any future communication regarding this matter to this Firm. As you know, as a Board member, the Association is engaging in their 40-year certification on all four phases. In fact, as you are well aware, the Association is being fined daily for each phase of the Association.

Despite your improper belief that you can preclude the Association from engaging in the work necessary to complete the 40-year certification, the Association has every right to gain access to your property and engage in the necessary work to complete their 40-year certification.

Please be advised that the procedure established by the Engineer and contractor requires access to your unit for any future work requires access to the common elements and/or to parts of the unit which were to be maintained by the unit owner, but through the years, no maintenance was done. Your failure and/or refusal to allow the Association's vendors to perform the necessary work on your unit is a violation of the Florida Statutes and the Association governing documents.

As you were previously advised in writing, Article XIV(C)(4) of the Omega Declaration states; Each unit owner agrees as follows: 4. To allow the Management Firm, the Board or the agents or employees of the Management Firm or the Association to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine in case of emergency circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association

Moreover, Section 718.111(5), Florida Statutes, provides that "the association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or

Exh C

replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to common elements or to a unit or units."

The right of access is irrevocable and numerous excuses for failing to provide access have been rejected by the Department of Business and Professional Regulation's Condominium Section. *See Costa Bella Assoc., Inc. v. Simmons, et al*, Arb. Case No. 02-4624, Final Order (June 7, 2002) (in light of the irrevocable nature of the right of association access, numerous defenses have been considered and rejected, including: distrust of association personnel, fear that property will be damaged or stolen by persons gaining access, and even the claim that the owner keeps national defense secrets secured in his unit).

An impermissible denial of access occurs where a unit owner seeks to place conditions upon the association's access to his or her unit. *Park Lake Towers Condo. Ass'n, Inc. v. Halley*, Arb. Case No. 2003-08-3367, Amended Final Order on Motions for Attorney's Fees (January 28, 2004) (Where the association sought access to the respondent's unit in order to fix a plumbing assembly, and where the respondent directed that the association would only be permitted access upon providing proof of insurance and a valid building permit, the respondent was held to have denied access to the unit.) Unit owners may be required to provide the Association with keys to their units, because the right of access is for the protection of all units within a building and the owner of one unit may not be available to give permission at the time of an emergency. *Costa Bella Ass'n, Inc. v. Scuteri*, Arb. Case No. 02-4624, Final Order (June 7, 2002)

Austro and the Association Engineers and/or any other vendors required to perform work for the 40-year certification will continue to access your property for that purpose. **Demand is hereby made that you provide access on August 12, 2025 at 10:00 a.m. for the inspection and analysis of your building and windows.** Your continuing delay will cause the association to incur more engineering fees to come out to inspect only your property as you are literally the only unit owner refusing access in the entire complex. These delays in getting the windows and allowing for an inspection, may cost the Association additional daily fines from the City. As a result of your actions, the inspection could not be performed and refusing access to Austro and S&D is illegal as set forth above. Access to the property has been scheduled for August 12, 2025 at 10:00 a.m. and the engineer and project manager will be there to do their required inspections. Further attempts to impede the work and refuse access, will result in the Association seeking damages against you and your unit for an injunction to gain access, the additional unnecessary expenses incurred by the Association from their vendors or City fines, all of which will be incurred due to your illegal conduct. Failure to cooperate will result in the Association having no choice but to proceed with a lawsuit, arbitration, or further legal action to compel compliance and to recoup their damages. Should they be forced to seek legal relief, you may also be held responsible for any attorney's fees and costs again.

Very Truly Yours,  
/s/ Rhonda Hollander

Rhonda Hollander, Esq.

For the Firm

RH/bms

cc: Board of Directors, Management, Austro, S&D Engineer

9589 0710 5270 2887 7104 44

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CERTIFIED MAIL® RECEIPT	
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For delivery information, visit our website at <a href="http://www.usps.gov">www.usps.gov</a>	
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Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	Shawn Martin
Street and Apt. No., or P.O. Box No.	1760 NW 73rd Ave #48
City, State, ZIP+4	Dania, FL 33313-4433
PS Form 3800, January 2023 PSN 7530-02-000-9047-9 See Reverse for	

Postmark Here

**Rhonda Hollander, Esq.**

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**From:** Shawn Martin <sem2000s@gmail.com>  
**Sent:** Thursday, July 31, 2025 2:27 PM  
**To:** Rhonda Hollander, Esq.  
**Cc:** Cc: Patty Sabates; Blaire Lapides; Elizabeth.palen@hotmail.com; Maude King-Bruce; Office Support YMS; Kcchen.80@gmail.com; kaelani brown; Miriam Tirado; Maritza Wilhelm; cc: Cc:Melanie.Griffin@myfloridalicense.com; General Counsel; Matthew.Collier@myfloridalicense.com; OIG; Richard Otway; usafls.citizens@usdoj.gov; public.integrity@usdoj.gov; oig.doj@usdoj.gov; inspectorgeneral@eog.myflorida.com; crt@usdoj.gov; oag.civilrights@myfloridalegal.com; citizenservices@myfloridalegal.com; Press@MyFloridaLegal.com; askus@sa17.state.fl.us; ACAP@Floridabar.org; Tina Polsky; Office of Senator Sharief; marie.woodson@myfloridahouse.gov; pizzo.jason@flsenate.gov; christine.hunschofsky@myfloridahouse.gov; lisa.dunkley@myfloridahouse.gov; daryl.campbell@myfloridahouse.gov; boyd.jim.web@flsenate.gov; osgood.rosalind.web@flsenate.gov; District32osgood@flsenate.gov; jones.shevrin.web@flsenate.gov; calatayud.alexis.web@flsenate.gov; bradley.jennifer.web@flsenate.gov; stewart.linda.web@flsenate.gov; rodriguez.anamaria.web@flsenate.gov; tiffany.esposito@myfloridahouse.gov; juan.porras@myfloridahouse.gov; jennifer.canady@myfloridahouse.gov; joel.rudman@myfloridahouse.gov; carolina.amesty@myfloridahouse.gov; daniel.perez@myfloridahouse.gov; wyman.duggan@myfloridahouse.gov; chip.lamarca@myfloridahouse.gov; askcityhall@plantation.org; IA@psd.plantation.org; WDorr@psd.plantation.org; sao17@sao17.state.fl.us; Connie Fossi; tips@cnn.com; viewermail@newshour.org; press.office@theguardian.com; reporters@miamiherald.com; msnbctvinfo@nbcuni.com; investigates@cbsnews.com; news.tips@abc.com; newstips@cbsnews.com; cnn.tips@cnn.com; newstips@sunsentinel.com; consumeralerts@fdic.gov; customer.assistance@occ.treas.gov; antitrust.complaints@usdoj.gov; ComplaintsOffice@hud.gov; investorrelations@jpmchase.com; reportfraud@wellsfargo.com; jpmmhhelp@jpmorgan.com; miranda.caruso@bofa.com; investorrelations@citi.com; fraud\_help@usbank.com; media@truist.com; media.relations@pnc.com; investorrelations@morganstanley.com; fraud\_reporting@freddiemac.com; investorrelations@rocketcompanies.com; compliance@mrcooper.com; compliance@loandepot.com; compliance@freedommortgage.com; communications@newrez.com; mediarelations@onitygroup.com; legal@pnmac.com; legal@caliberhomeloans.com; compliance@firstam.com; mediarelations@stewart.com; corporatelegal@oldrepublictitle.com; customereperience@wltic.com; dianna\_higgins@mgic.com; legal@radian.com; compliance@nationalmi.com; sfearon@archgroup.com; legal@rushmorelm.com; legal@figure.com; info@pogo.org; action@aclu.org; press@whistlebloweraid.org; Justin Smulison; info@flcga.org; tips@levernews.com; info@floridabulldog.org; tips@theappeal.org; grassroots@commoncause.org; tips@publicintegrity.org; patrick@pk80.com; txhoareform@gmail.com  
**Subject:** Re: Inspection on August 12, 2025 at 10:00 a.m.  
**Attachments:** ct to martin inspection August 12 2025.pdf; SFL-VJX-QCJ Letter Omega Villas 06.16.25.pdf

**Subject: Re: Unauthorized Inspection Attempt –**

# No Entry Without Court Order

Dear Ms. Hollander,

I acknowledge receipt of your July 31, 2025 letter (**attached**) below.

As a reminder, legal counsel has already been engaged. Attorney Rhonda Hollander previously received a formal letter from Glantz Law on my behalf. She responded—but has since chosen to ignore the substance and legal standing of that letter.

Let me be clear: **entry into my unit will not occur absent a court order.**

**This position remains consistent with my previously documented concerns, including:**

- **The lack of properly licensed, insured, or permitted personnel;**
- **Prior incidents of contractor misconduct and harassment;**
- **The failure of the Board and its representatives to provide documentation ensuring compliance with applicable codes or statutes;**
- **Ongoing litigation and whistleblower escalations tied to this matter, including my communications with city, state, and federal oversight bodies.**

Your continued effort to frame this as owner obstruction is both misleading and retaliatory. I am not refusing reasonable access—I am **refusing to enable an illegitimate, non-compliant process** that poses legal, financial, and physical risk to me and my property.

Let this serve as notice: Further escalation on her part will only deepen the exposure already underway. **If the Association believes it is entitled to enter, I suggest you obtain the appropriate judicial order.**

## **Attachments:**

- **ct to martin inspection August 12 2025.pdf**
- **Glantz\_Law\_Letter\_to\_Omega\_Villas.pdf**

Respectfully,

**Shawn Martin, MBA**

Owner, Board Member & Protected Whistleblower

[www.hoajusticenow.com](http://www.hoajusticenow.com)

On Thu, Jul 31, 2025 at 12:43 PM Rhonda Hollander, Esq. <[rhonda@hgl-law.com](mailto:rhonda@hgl-law.com)> wrote:

Enclosed is another letter which sets the inspection August 12, 2025 at 10:00 a.m.

Rhonda Hollander, Esq.



Hollander, Goode & Lopez, PLLC

314 S. Federal Highway

Dania Beach, Florida 33004

(954) 923-1985

[Rhonda@HGL-Law.com](mailto:Rhonda@HGL-Law.com)

The contents of this e-mail message and any attachments are intended solely for the addressee(s) named in this e-mail message. This communication is intended to be and to remain confidential and may be subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this e-mail message, or if this e-mail message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this e-mail message and its attachments. Do not deliver, distribute or copy this e-mail message and/or any attachments and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.

**NOTICE TO HOMEOWNERS' ASSOCIATION AND CONDOMINIUM ASSOCIATION CLIENTS:**

This communication (and any attachments) may include privileged communications between attorney and client that are exempt from disclosure and/or protected pursuant to Sections 90.502, 718.111(12) and/or 720.303(4), Fla. Stat. In such event and to protect the privileged nature of this communication, this communication should not be made accessible to the members of the association as part of the official records of the association pursuant to Sections 718.111(12) or 720.303(4), Fla. Stat., as applicable, until such time as the board of directors has determined to make its contents accessible to the members of the association as part of the official records of the association.

**FAIR DEBT COLLECTION PRACTICES ACT:** Please be advised that the law firm of Hollander, Goode & Lopez, PLLC is engaged in the practice of debt collection and any information obtained by Hollander, Goode & Lopez, PLLC may or will be used to effect collection of a debt.

**Rhonda Hollander, Esq.**

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**From:** Shawn Martin <sem2000s@gmail.com>  
**Sent:** Thursday, July 31, 2025 3:18 PM  
**To:** JCuccia@psd.plantation.org; dcouncil@psd.plantation.org;  
JSchlegel@psd.plantation.org; trespass@psd.plantation.org;  
askcode@psd.plantation.org; WDorr@psd.plantation.org; IA@psd.plantation.org;  
ACAP@Floridabar.org  
**Cc:** Rhonda Hollander, Esq.; Cc: Cc: Patty Sabates; Blaire Lapides;  
Elizabeth.palen@hotmail.com; Maude King-Bruce; Office Support YMS; Kcchen.80  
@gmail.com; kaelani brown; Miriam Tirado; Maritza Wilhelm; cc:  
Cc:Melanie.Griffin@myfloridalicense.com; General Counsel;  
Matthew.Collier@myfloridalicense.com; OIG; Richard Otway; usafls.citizens@usdoj.gov;  
public.integrity@usdoj.gov; oig.doj@usdoj.gov; inspectorgeneral@eog.myflorida.com;  
crt@usdoj.gov; oag.civilrights@myfloridalegal.com; citizenservices@myfloridalegal.com;  
Press@MyFloridaLegal.com; askus@sa17.state.fl.us; Tina Polsky; Office of Senator  
Sharief; marie.woodson@myfloridahouse.gov; pizzio.jason@flsenate.gov;  
christine.hunschofsky@myfloridahouse.gov; lisa.dunkley@myfloridahouse.gov;  
daryl.campbell@myfloridahouse.gov; boyd.jim.web@flsenate.gov;  
osgood.rosalind.web@flsenate.gov; District32osgood@flsenate.gov;  
jones.shevrin.web@flsenate.gov; calatayud.alexis.web@flsenate.gov;  
bradley.jennifer.web@flsenate.gov; stewart.linda.web@flsenate.gov;  
rodriguez.anamaria.web@flsenate.gov; tiffany.esposito@myfloridahouse.gov;  
juan.porras@myfloridahouse.gov; jennifer.canady@myfloridahouse.gov;  
joel.rudman@myfloridahouse.gov; carolina.amesty@myfloridahouse.gov;  
daniel.perez@myfloridahouse.gov; wyman.duggan@myfloridahouse.gov;  
chip.lamarca@myfloridahouse.gov; askcityhall@plantation.org; sao17@sao17.state.fl.us;  
Connie Fossi; tips@cnn.com; viewermail@newshour.org; press.office@theguardian.com;  
reporters@miamiherald.com; msnbctvinfo@nbcuni.com; investigates@cbsnews.com;  
news.tips@abc.com; newstips@cbsnews.com; cnn.tips@cnn.com;  
newstips@sunsentinel.com; consumeralerts@fdic.gov;  
customer.assistance@occ.treas.gov; antitrust.complaints@usdoj.gov;  
ComplaintsOffice@hud.gov; investorrelations@jpmchase.com;  
reportfraud@wellsfargo.com; jpmmhlp@jpmorgan.com; miranda.caruso@bofa.com;  
investorrelations@citi.com; fraud\_help@usbank.com; media@truist.com;  
media.relations@pnc.com; investorrelations@morganstanley.com;  
fraud\_reporting@freddiemac.com; investorrelations@rocketcompanies.com;  
compliance@mrcooper.com; compliance@loandepot.com;  
compliance@freedommortgage.com; communications@newrez.com;  
mediarelations@onitygroup.com; legal@pnmac.com; legal@caliberhomeloans.com;  
compliance@firstam.com; mediarelations@stewart.com;  
corporatelegal@oldrepublictitle.com; customereperience@wltic.com;  
dianna\_higgins@mgic.com; legal@radian.com; compliance@nationalmi.com;  
sfearon@archgroup.com; legal@rushmorelm.com; legal@figure.com; info@pogo.org;  
action@aclu.org; press@whistlebloweraid.org; Justin Smulison; info@flcga.org;  
tips@levernews.com; info@floridabulldog.org; tips@theappeal.org;  
grassroots@commoncause.org; tips@publicintegrity.org; patrick@pk80.com;  
txhoareform@gmail.com  
**Subject:** Fwd: Inspection on August 12, 2025 at 10:00 a.m.  
**Attachments:** ct to martin inspection August 12 2025.pdf; SFL-VJX-QCJ Letter Omega Villas  
06.16.25.pdf

# **Subject: Law Enforcement Notice: No Entry Without Court Order – Ongoing Legal & Regulatory Oversight**

To:

- IA@psd.plantation.org (Internal Affairs)
- WDorr@psd.plantation.org
- askcode@psd.plantation.org (Code Enforcement)
- trespass@psd.plantation.org (Trespass Program)
- JSchlegel@psd.plantation.org (Crime Prevention)
- dcouncil@psd.plantation.org (Off-Duty Detail Coordinator)
- JCuccia@psd.plantation.org (Recruitment / General Liaison)

**Important Note: Under Florida law, email addresses are public records.**

**Dear Officers, IA, and all oversight recipients,**

Please be advised that this communication supplements my earlier notice regarding **unauthorized entry demands made by Attorney Rhonda Hollander**, who is currently acting as legal counsel for Omega Villas Condominium Association.

Despite the existing whistleblower protections, state and federal agency involvement, and legal counsel already engaged on my behalf, Ms. Hollander continues to attempt entry into my private residence **without a court order**, citing an August 12 deadline. Her latest letter was sent to both my personal and **business** email addresses—a clear act of intimidation.

Given that prior communications to certain Plantation PD contacts have been blocked, I am now **copying multiple divisions across the department to ensure no party can later claim lack of notice.**

**Let me be clear: No entry will be granted without a valid court order. Any attempted access without such order—especially if escorted by law enforcement—will be viewed as further retaliation and potentially unlawful collusion in an escalating civil rights matter.**

As a reminder:

- A formal letter was previously sent to Ms. Hollander by Glantz Law on my behalf. She acknowledged the letter, then ignored its content.
- I have cited repeated instances of improper contractor behavior, unlicensed work, and violations of building code during the prior project phases.
- This matter is currently under active review by the Florida DBPR, the DOJ, the Florida Bar, the City of Plantation, and multiple federal oversight agencies.

**Additionally, a formal Florida Bar complaint has been initiated against Attorney Hollander for a sustained pattern of harassment, interference, and abuse of legal process.**

All recipients of this message should understand that this is not a vague or private dispute—it is a documented whistleblower case involving extensive evidence, over 120 published videos, and multi-agency oversight. **A subset of those videos documenting past police involvement can be viewed at the following link:**



<https://hoajusticenow.com/exhibit-u-pattern-of-off-duty-police-involvement-misuse-of-law-enforcement-at-omega-villas/>

**Please be advised:** My property is under **360-degree video surveillance**, and all footage is actively monitored and archived. In the event of any unauthorized attempt to access my home—whether by contractors, Board agents, or with law enforcement presence—**video evidence will be immediately reviewed and disseminated** to all parties copied on this thread, including federal and state oversight authorities, legal contacts, and media outlets. There will be no ambiguity regarding the events that transpire. ***(Refer to the below emails with information contained in attorney letters attachments and further information on this matter)***

Respectfully,

**Shawn Martin, MBA**

Owner, Board Member & Protected Whistleblower

[www.hoajusticenow.com](http://www.hoajusticenow.com)

----- Forwarded message -----

From: **Shawn Martin** <sem2000s@gmail.com>

Date: Thu, Jul 31, 2025 at 2:27 PM

Subject: Re: Inspection on August 12, 2025 at 10:00 a.m.

To: Rhonda Hollander, Esq. <rhonda@hgl-law.com>

Cc: Cc: Patty Sabates <psabates48@gmail.com>, Blaire Lapides <bjlapides@bellsouth.net>, Elizabeth.palen@hotmail.com <Elizabeth.palen@hotmail.com>, Maude King-Bruce

<maudekbruce2@gmail.com>, Office Support YMS <info@yourmanagementservices.com>, <Kcchen.80@gmail.com>, kaelani brown <kaelanibrown@yahoo.com>, Miriam Tirado

<miriam71@comcast.net>, Maritza Wilhelm <maritzawilhelm@yahoo.com>, cc:

Cc: Melanie.Griffin@myfloridalicense.com <Melanie.Griffin@myfloridalicense.com>, General Counsel

<DBPR.GeneralCounsel@myfloridalicense.com>, Matthew.Collier@myfloridalicense.com

<Matthew.Collier@myfloridalicense.com>, OIG <oig@myfloridalicense.com>, Richard Otway

<Richard.Otway@myfloridalicense.com>, usafls.citizens@usdoj.gov <usafls.citizens@usdoj.gov>,

public.integrity@usdoj.gov <public.integrity@usdoj.gov>, oig.doj@usdoj.gov <oig.doj@usdoj.gov>,

inspectorgeneral@eog.myflorida.com <inspectorgeneral@eog.myflorida.com>, crt@usdoj.gov

<crt@usdoj.gov>, oag.civilrights@myfloridalegal.com <oag.civilrights@myfloridalegal.com>,

citizenservices@myfloridalegal.com <citizenservices@myfloridalegal.com>,

Press@MyFloridaLegal.com <Press@myfloridalegal.com>, askus@sa17.state.fl.us

79- 10295

DECLARATION OF CONDOMINIUM  
OMEGA VILLAS 2, a Condominium

I.

SUBMISSION STATEMENT

The Corporations whose names appear at the end of this Declaration as "Developer", being the owners of record of the fee simple title to the real property situate, lying and being in Broward County, Florida, more particularly described and set forth as the Condominium property the Survey Exhibits attached hereto as "Exhibit No. 1", which are made part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained not personally owned by unit owners), hereby states and declares that said realty, together with improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 718 Et Seq. (hereinafter referred to as the "Condominium Act"), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

**Definitions:** As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:-

A. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may be from time to time amended.

B. Association, means the Florida non-profit Corporation whose name appears at the end of this Declaration as "Association", said Association being the entity responsible for the operation of the Condominium. The Association's Articles of Incorporation are attached hereto as Exhibit No. 3. The terms "Board of Directors" and "Board" are synonymous.

C. By-Laws, means the By-Laws of the Association specified above as they exist from time to time, and are attached and referred to in this Declaration as Exhibit No. 2.

D. Common Elements, means the portions of the Condominium property not included in the Units.

E. Limited Common Elements, means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of all other units as specified in the Declaration.

F. Condominium, means that form of ownership of real property which is created pursuant to the provisions of Chapter 718, Florida Statutes and which is comprised of units that may be owned by one or more persons, and there is appurtenant to each unit an undivided share of the common elements.

G. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 718 Et Seq.), as the same is enacted as of the date of this Declaration.

H. Common Expenses, means all expenses and assessments properly incurred by the Association for the Condominium for which the unit owners are liable to the Association.

I. Common Surplus, means the excess of all receipts of the Association from this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses of this Condominium.

Robbins, Resnick & Schneider, P.A.  
P. O. Box 650  
Hollywood, Florida 33020

This Instrument prepared by: Abrams, Anton, Robbins, Resnick & Schneider, P.A.  
By: EDWARD S. RESNICK, Attorney.  
P. O. Box 650, Hollywood, Florida 33022.

EXHIBIT A TO OFFERING CIRCULAR

tion area(s) and facilities, as provided in the Management Agreement. Wherever the term "Management Firm" appears in this Declaration and Exhibits attached thereto, it shall be interpreted as meaning "Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Association" unless the context otherwise requires.

W. The terms "Omega Villas Condominium Complex" and "Omega Villas Complex" and "Complex", where used throughout this Declaration and Exhibits attached thereto shall mean the same.

X. The reference to all sections and sub-sections under Chapter 718 of the Florida Statutes, i.e., F.S. 718 Et Seq., in this Declaration and Exhibits attached hereto shall mean those sections and sub-sections as enacted under Chapter 76-222 of the laws of the State of Florida.

Y. The terms "percentage", "fractional", "proportional" and "share", where used throughout this Declaration and Exhibits attached thereto, shall mean the same unless the context otherwise requires.

Z. The term "Declaration and Exhibits", wherever it appears in this Declaration and Exhibits attached thereto, means "Declaration and Exhibits attached thereto".

## II.

### NAME

The name by which this Condominium is to be identified is as specified at the top of Page 1 of this Declaration of Condominium.

## III.

### IDENTIFICATION OF UNITS

The Condominium property consists essentially of units in the buildings located on said Condominium property and all units are given identifying numbers and are delineated on the Survey Exhibits, collectively identified as "Exhibit No. 1", hereto attached and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibit No. 1 also contains a survey of the land, graphic description of the improvements in which the units are located and a plot plan and, together with this Declaration, they are in sufficient detail to identify the common elements and each unit and provide accurate representations of their locations and dimensions. There shall be included in said Exhibit No. 1 a Certificate or Certificates pursuant to and as required by F.S. 718.104(4)(a). The legend and notes contained within said Exhibit No. 1 are incorporated herein and made a part hereof by reference.

Where the provisions of F.S. 718.104(3) and (4)(m) are applicable to this Condominium, the party or parties required thereunder shall join in this Declaration or consent to same, or execute a subordination or similar instrument, or an appropriate non-disturbance agreement for the purpose of granting unit owners use rights for exclusive or non-exclusive easements for ingress and egress of such streets, walks and other rights-of-way, etc., as required under F.S. 718.104(3) and (4)(m).

## IV.

### OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements and the undivided interest, stated as percentages or fractions of such ownership in the said common elements and limited common elements, is set forth on Exhibit A which is annexed to this Declaration and made a part hereof.



unit, nor change the configuration or size of any unit in any material fashion unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution of the Amendment subject, however, where applicable, to the paramount provisions of the last paragraph in this Article VII. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record. Notwithstanding the provisions of this Article VII, the Declarations and Exhibits thereto, where applicable, may be amended for the purposes set forth and pursuant to the provisions of F.S. 718.304(1), subject only to the unanimous approval of the full Board.

Notwithstanding the foregoing, this Declaration may not be amended without the written approval of the Lessor under the Long-Term Lease, which said approval shall not be unreasonably withheld. No Amendment shall change the rights and privileges of the Developer without the Developer's written approval, nor the rights and privileges of the Management Firm without the Management Firm's written approval.

Notwithstanding the foregoing paragraphs of this Article VII, the Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units or alter the boundaries of the common elements, except the party wall between any Condominium units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by the amendment of this Declaration with a Survey attached, reflecting such authorized alteration of units, and said amendment need only be executed and acknowledged by the Developer and any holders of Institutional Mortgages encumbering the said altered units. The Survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, and the voting rights, together with apportioning the common expenses and common surplus of the units concerned, and such shares of common elements, common surplus shall be duly noted in the Amendment of the Declaration. The rent under the Long-Term Lease shall be apportioned by the Developer, with the Lessor's written approval, and same shall be reflected in the Amendment to the Declaration.

Notwithstanding the foregoing paragraphs of this Article VII, the Lessor shall have the right to amend this Declaration and Exhibits in Lessor's sole discretion in those instances as provided in Article XVII and, where applicable, Article XIX of this Declaration and Exhibit No. 4 attached hereto, and said provisions are paramount to and supersede the provisions of this Article VII.

Notwithstanding the foregoing paragraphs of this Article VII, the Developer reserves the right to amend this Condominium and the Declaration and Exhibits to add a phase to this Condominium pursuant to Article XX of this Declaration and F.S. 718.403. The aforesaid amendment shall not require the execution of such amendment or consents thereto by unit owners, the Association or the members thereof, nor the owner and holder of any lien encumbering a Condominium parcel in this Condominium and said amendment shall only be required to be executed by the Developer and recorded in the Public Records of Broward County, Florida.

#### VIII.

#### BY-LAWS

The operation of the Condominium property shall be governed by the By-Laws of the Association which are set forth in a document annexed to this Declaration marked Exhibit No. 2 and made a part hereof.

Board determines necessary and, if permitted by law, the Directors' authority aforesaid may be, and pursuant to the Management Agreement, has been delegated to the Management Firm. Where the Developer has guaranteed assessments for common expenses of the Condominium that may be imposed upon the unit owners other than the Developer pursuant to F.S. 718.116(8)(b), during the period of said guarantee the Developer may increase the assessments for common expenses imposed upon the unit owners other than the Developer during the period of time of said guarantee in such amount as it deems necessary, provided said increase does not exceed the stated dollar amount as guaranteed pursuant to F.S. 718.116(8)(b); and upon notification of such increase by the Developer, The Board and, where applicable, the Management Firm, shall immediately cause the assessments for common expenses of the Condominium to be increased and collected against the unit owners other than the Developer, pursuant to said notification.

B. The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration.

C. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of 10% per annum from due date until paid, and at the sole discretion of the Management Firm and/or the Board a late charge of \$25.00 shall be due and payable. Regular assessments shall be due and payable monthly or quarterly on the first day of the applicable month as determined by the Board.

D. The Association and the Management Firm shall have a lien on each Condominium parcel for unpaid assessments, together with interest thereon, against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association or Management Firm incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association or the Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or Management Firm, in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Long-Term Lease and Management Agreement and the Management Firm and Board may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in their best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Management Firm and the Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through or under said owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

E. Where the Mortgagee of a First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the First Mortgage, or when a First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of common expenses or assessments by the Management Firm or the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure unless such share is secured by a claim of lien for assessments that is recorded prior to the record-



assessments at the guaranteed level receivable from other unit owners, as provided herein, and during said period the Developer shall not be required to pay any specific sum for its share of the common expenses as to any units owned by it provided, however, said Developer shall pay the deficit during said period. The Developer's guarantee is not intended to include and does not include expenses called for or occasioned by an action or decision of the Board when the unit owners, other than the Developer, elect a majority of the Board, where such expense is inconsistent with expenses preceding that time. If, as and when any of the foregoing shall take place, such sums shall not be used in determining the extent of the Developer's guarantee, as herein provided, and in such event the Developer, at its option, may pay the sums required to be paid by it excluding the sums not intended to be included in said guarantee or in order to minimize matters in controversy between the Developer and the Board, where the majority of said Board is elected by the unit owners other than the Developer, as related to the guarantee and the provisions of this paragraph and the applicable provisions of the Purchase Agreement or Deposit Receipt Agreements between the Developer and the unit owners, the Developer at its option may cancel said guarantee and, in such case, it shall pay the assessments for common expenses as to the applicable units as it would have been required to pay pursuant to F.S. 718.116(8)(a).

#### XI.

##### PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

###### A. SALE OR RENTAL OF UNITS - Association has First Right of Refusal.

In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase, sell or lease or rent, his Condominium parcel, deliver to the Board of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two (2) bank references and three (3) individual references - local, if possible, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board. Applicant(s) shall be required to present themselves for an interview before the Board at such time and place as said Board determines. The Board is authorized to waive any or all of the foregoing.

The Board, within ten (10) days after receiving such notice and such supplemental information as is required by the Board, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board to the unit owner. However, the Association shall not unreasonably withhold its consent to the prospective sale, rental or lease.

The stated designee of the Board shall have fourteen (14) days from the date of the notice sent by the Board within which to make a binding

The phrase "sell, rent, or lease", in addition to its general definition, shall be defined as including the transferring of a unit owner's interest by gift, devise or involuntary or judicial sale.

In the event a unit owner dies and his unit is conveyed or bequeathed to some person other than his spouse, children or parents, or if some other person is designated by the decedent's legal representative to receive the ownership of the Condominium unit, or if, under the laws of descent and distribution of the State of Florida, the Condominium unit descends to some person or persons other than the decedent's spouse, children or parents, the Board may, within thirty (30) days of proper evidence or rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as the owner of the Condominium parcel.

If the Board consents, ownership of the Condominium parcel may be transferred to the person or persons so designated who shall thereupon become the owner(s) of the Condominium parcel, subject to the provisions of the Declaration and the Exhibits.

If, however, the Board shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days, within which to purchase or to furnish a purchaser for cash, the said Condominium parcel at the then fair market value thereof. Should the parties fail to agree on the value of such Condominium parcel, the same shall be determined by an Appraiser appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located upon ten (10) days' notice, on the petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons, or the legal representative of the deceased owner, out of the amount realized from the sale of such Condominium parcel. In the event the members of the Association do not exercise the privilege of purchasing or furnishing a purchaser for said Condominium parcel within such period and upon such terms, the person or persons so designated may then, and only in such event, take title to the Condominium parcel; or, such person or persons, or the legal representative of the deceased owner may sell the said Condominium parcel, and such sale shall be subject in all other respects to the provisions of this Declaration and Exhibits.

5. The liability of the unit owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration and Exhibits, as well as the provisions of the Condominium Act.

6. Special Provisions re Sale, Leasing, Mortgaging or Other Alienation by Certain Mortgagees and Developer and Lessor under the Long-Term Lease.

(a) An Institutional First Mortgagee holding a mortgage on a Condominium parcel, or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or to mortgage said parcel without prior offer to the Board of the Association and without the prior approval of the said Board. The provisions of Sections A and B, No.'s 1-5 of this Article XI shall be inapplicable to such Institutional First Mortgagee, or the Lessor under the Long-Term Lease, or acquirer of title, as aforescribed in this paragraph.

(b) The provisions of Sections A and B, No.'s 1-5, of this Article XI shall be inapplicable to the Developer and Lessor under

Mortgagee having the highest dollar indebtedness on units in the Condominium property, and in the absence of the action of said Mortgagee, then the Association shall have said right without qualification.

2. Loss Payable Provisions - Insurance Trustee: - All policies purchased by the Management Firm and, thereafter, by the Association, shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear. However, the Insurance Trustee shall be the named insured and it shall not be necessary to name the Association or the unit owners; however, Mortgagee Endorsements shall be issued. Such Policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the Policies and any proceeds thereof will be held in accordance with the terms hereof. Said Policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, which may be any bank in Florida with trust powers as may be approved by the Board, which Trustee is herein referred to as the "Insurance Trustee", subject however, to the paramount right of the Institutional Mortgagee specified in the preceding paragraph to approve the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums or for the renewal or the sufficiency of Policies, or for the failure to collect any insurance proceeds, or for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association and the unit owners and their respective mortgagees in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:-

(a) Common Elements: - Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Condominium Units: - Proceeds on account of Condominium units shall be in the following undivided shares:-

(i) Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units, in proportion to the cost of repairing the damage suffered by each unit owner.

(ii) Total Destruction of Condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article, for the owners of all Condominium units - each owner's share being in proportion to his share in the common elements appurtenant to his unit.

(c) Mortgagees: - In the event a Mortgagee Endorsement has been issued as to a unit, the share of unit owner shall be held in trust for the mortgage and the unit owners as their interests may appear, provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

3. Distribution of Proceeds: - Proceeds of Insurance Policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(a) Reconstruction or Repair: - If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners - all remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by said mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when re-



First Mortgagee having the highest dollar indebtedness on units in the Condominium property. Should written approval be required, as aforesaid, it shall be said Mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the Certificate of the Management Firm, and thereafter, the Association and the aforesaid Institutional First Mortgagee's written approval, if said Institutional First Mortgagee's approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanic's liens to the Insurance Trustee and execute any Affidavit required by law or by the Management Firm, and thereafter, the Association, the aforesaid Institutional First Mortgagee and the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the Institutional First Mortgagee whose approval may be required, as aforesaid, shall have the right to require the Management Firm, and thereafter, the Association to obtain a Completion Performance and Payment Bond in such form and amount and with a Bonding Company authorized to do business in the State of Florida, as are acceptable to the said Mortgagee.

(d) Subject to the foregoing, the Management Firm, and thereafter the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Management Firm, and thereafter, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owner's share in the common elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual owners for that portion of the deficiency as is attributable to his individual unit; provided however, that if the Management Firm, and thereafter, the Board finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged unit(s), then the Management Firm, acting on behalf of the Board, and thereafter, the Board shall levy an assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Management Firm, and thereafter, the Association to the Insurance Trustee and added by said Insurance Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided however, that this provision may be waived by the Board and the Management Firm in favor of any Institutional First Mortgagee, upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

6. "Very Substantial" Damage: - As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage, shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed as per Article XII.B.1) becomes payable. Should such "very substantial" damage occur, then:-

(a) The Management Firm, acting on behalf of the Board shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

finding made by the Management Firm, and thereafter, by the Board shall be binding upon all unit owners.

7. Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere provided herein.

8. Certificate: The Insurance Trustee may rely upon a Certificate of the Management Firm, and thereafter, of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Management Firm, and thereafter, the Association shall forthwith deliver such Certificate.

9. Plans and Specifications: Any repair and restoration must be substantially in accordance with the original Plans and Specifications or as the improvements were last constructed, or according to the plans approved by the Management Firm and the Board, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

10. Association's Power to Compromise Claims: - The Association is hereby irrevocably appointed Agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Management Firm, and thereafter, by the Association, and to execute and deliver Releases therefor upon the payment of claims.

11. Institutional Mortgagee's Right to Advance Premiums: Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Institutional Mortgagee holding the greatest dollar volume of unit mortgages, said Institutional Mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

C. WORKMEN'S COMPENSATION POLICY - To meet the requirements of law.

D. Such other insurance as the Management Firm, and thereafter, the Board shall determine from time to time to be desirable. The Management Firm, and thereafter, the Board may obtain insurance policies as provided under this Article XII which contain such deductible clauses and amounts as the Management Firm, and thereafter, the Board determines.

E. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit and for purchasing insurance upon his own personal property.

F. If available, and where applicable, the Management Firm, and thereafter, the Association shall endeavor to obtain policies which provide that the Insurer waives its right of subrogation as to any claims against unit owners, the Association, their respective servants, agents and guests and the Management Firm. Insurance Companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Management Firm and Board shall not be responsible for the quality or financial responsibility of the Insurance Companies provided same are licensed to do business in the State of Florida.

the State of Florida to have the approval of the Board or the membership of the Association. The Association through its officers has entered into a Management Agreement which encompasses various provisions of this paragraph. The Board has approved said Management Agreement and directed said Officers to execute same.

B. Except as provided in Article XV of this Declaration, there shall be no alterations or additions to the common elements or limited common elements of this Condominium where the cost thereof is in excess of ten (10%) percent of the annual budget of this Condominium's common expenses, and this Condominium's share of common expenses, excluding rent, as to the recreation facilities under the Long-Term Lease hereinafter referred to, except as authorized by the Board and approved by not less than 75% of the total vote of the unit owners of this Condominium; provided the aforesaid alterations or additions do not prejudice the right of any unit owner, unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alteration or additions as aforesaid - i.e., as to the common elements or limited common elements of this Condominium are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owner(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board and approved by not less than 75% of the total vote of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten (10) or less, the approval of all but one shall be required. The foregoing is subject to the written approval of the Management Firm.

1. There shall be no additions or alterations to the recreation facilities under the Long-Term Lease except as provided for under Article VII of Exhibit No. 2, and the Long-Term Lease and Management Agreement, and as specifically provided hereinafter in this Declaration.

2. Where the approval of unit owners for alterations to the common elements or limited common elements of this Condominium or the recreation facilities is required in this Declaration and Exhibits, the approval of Institutional First Mortgagees whose mortgages encumber Condominium parcels in this Condominium representing not less than seventy percent (70%) of the total unpaid dollar indebtedness as to principal on said parcels at said time shall also be required.

C. Each unit owner agrees as follows:

1. To maintain in good condition and repair his unit and all interior surfaces within his unit, and the entire interior of his unit (including, where applicable, a storage room, entry way, porch, patio or room, and any screening thereof, whether same is a portion of a unit or a limited common element of a unit, subject to the provisions of Article XV of this Declaration, it being understood and agreed that certain type units include within the unit or as a limited common element of the unit some of the items aforesaid, i.e., different type units include the fixtures and equipment therein, which includes but is not limited to the following, where applicable - air-conditioning and heating unit, including condenser and all appurtenances thereto wherever situated, and hot-water heater, refrigerator, stove, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water-lines within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors, windows, screening and glass, all exterior doors (except the painting of the exterior of exterior doors shall be a common expense of the Condominium) and pay for his electricity and telephone. Water and sewage shall be a part of the common expenses if billed to the Condominium as to all units in the Condominium; however, if individual bills are sent to each unit by the party furnishing such water and sewage service, each unit owner shall pay said bill for his unit individually. The cost of maintaining and replacing carpeting or other flooring within a unit shall be borne by the owner of said unit.



window or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Management Firm and the Association.

F. The Association shall be responsible for the maintenance, repair and replacement of the common elements, including all roadways and paved areas which are part of the common elements or limited common elements, and all portions of the Condominium property not required to be maintained, repaired and/or replaced by the unit owner(s); however, said responsibility has been undertaken by the Management Firm, as provided in the Management Agreement attached hereto. Notwithstanding the fact that the maintenance and repair of the air-conditioning and heating unit, including condenser and all appurtenances thereto, is the responsibility of the applicable unit owner, the Association may enter into a maintenance and service contract with an air-conditioning firm on such basis as it deems advisable for and on behalf of all unit owners and, in such event, the monthly assessments due from each unit owner shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance and service contract. Each unit owner shall be deemed a party to said agreement with the same force and effect as though said unit owner had executed said agreement and it is understood that the Association shall execute said agreements as the agent for the unit owners. The aforesaid assessment shall be deemed to be an assessment under the provisions of Article X of this Declaration.

XV.

LIMITED COMMON ELEMENTS

Those areas reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are designated as "limited common elements", and are shown and located on the Surveys annexed hereto as "Exhibit No. 1". Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association, unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Management Firm, and thereafter, the Association shall have the right to levy an assessment against the owner of said unit, which assessment shall have the same force and effect as all other special assessments. The replacement of all light bulbs, if any, affixed to the exterior wall of a unit shall be accomplished by and at the cost and expense of the applicable unit owner. Where there are fixed and/or sliding glass doors at the rear of a Condominium unit which provide access to a patio or backyard of a unit, the cost of maintaining and repairing said fixed and/or sliding glass door(s) shall be borne by the unit owner of the applicable unit, notwithstanding the fact that the areas aforescribed may be a portion of said unit or a limited common element for the exclusive use of said unit.

Located at the rear of each unit will be a (concrete) patio area and a ground area which is a limited common element for the exclusive use of the unit it abuts, as designated and shown on the Survey Exhibit No. 1 attached hereto. A portion of such patio area is covered overhead. Each unit owner shall have the right at his sole cost and expense to construct upon such areas, as described on Exhibit No. 1, an extension of the concrete patio which may be screened, roofed over and screened, roofed over and enclosed as a Florida room, or fenced provided, however, that all construction of any type or nature with regard to the patio area and ground area shall require the prior written approval of the Board and shall conform to the standards set by the Board as to type, structure, color of screening and quality of materials and workmanship, and further provided that exterior finishes and colors as to roof, windows, doors and mansard treatments are architecturally identical to the building in which the applicable unit is located as constructed initially by the Developer; and

lessee or the occupant of a unit where said party is occupying said unit in place of the unit owner. As hereinbefore provided, a unit shall only be entitled to one (1) parking space.

XVI.

TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in F.S. 718.117 at any time; however, the written consent of the Management Firm and the Lessor shall also be required. In addition thereto, when there has been "very substantial" damage, as defined in Article XII.B.6 above, this Condominium shall be subject to termination as provided in Article XII.B.6 above, and in this event, the consent of the Management Firm and Lessor shall not be required. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the membership of the Association, pursuant to notice, and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4ths) of the total vote of the members of the Association, and by all Institutional Mortgagees and the Management Firm and the Lessor, then the Association and the approving owners, if they desire, shall have an option to purchase all of the parcels of the other owners within a period expiring one-hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:-

A. Exercise of Option: - An Agreement to Purchase, executed by the Association and/or the record owners of the Condominium parcels who will participate in the purchase, shall be delivered by personal delivery or mailed by Certified or Registered Mail to each of the record owners of the Condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which Condominium parcels will be purchased by each participating owner and/or the Association and shall require the purchase of all Condominium parcels owned by owners not approving the termination, but the Agreement shall effect a separate contract between the seller and his purchaser.

B. Price: - The sale price for each condominium parcel shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement; and in the absence of agreement as to price, it shall be determined by Appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the Petition of the seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment: - The purchase price shall be paid in cash.

D. Closing: - The sale shall be closed within thirty (30) days following the determination of the sale price.

XVII.

LONG-TERM LEASE

The Association, as Lessee, has entered into a Long-Term Lease Agreement as to a non-exclusive undivided interest in and to the demised premises described therein, a copy of said Lease being attached hereto as Exhibit No. 4 and made a part hereof, just as though said Lease were fully set forth herein. The Association has acquired the foregoing leasehold interest pursuant to Florida Statute 718.114, and pursuant to said Statute and said Long-Term Lease, all monies due and to become due under the provisions of said Lease, including without limitation, expenses of rent, taxes, assessments, insurance premiums, and costs of maintenance and repair, including the operation of said leased premises and all replacements and undertakings, and such other items as are specified in said Lease are and shall continue to be for the full term of said Lease declared to be common expenses of the Condominium.



G. The acts of the Board and Officers of the Association in acquiring the non-exclusive leasehold interest under said Long-Term Lease, be and the same are hereby ratified, approved, confirmed and adopted.

Neither the demised premises under the Long-Term Lease nor the Lessee-Association and its members' rights thereunder shall be deemed a part of the Condominium property of the Condominium created by virtue of this Declaration.

THE RENT UNDER THE LEASE COMMENCES AS PROVIDED IN ARTICLE VII OF SAID LEASE. THE LESSOR IS ONLY REQUIRED TO CONSTRUCT CERTAIN IMPROVEMENTS ON THE DEMISED PREMISES UNDER CERTAIN CONDITIONS, AS PROVIDED IN ARTICLE I AND ARTICLE VI OF SAID LEASE. IF THE 27TH UNIT IS NOT CONSTRUCTED WITHIN THE TIME AND AS PROVIDED IN ARTICLE I OF SAID LEASE, THE LEASE WILL BE CANCELLED AS PROVIDED THEREIN AND THERE SHALL BE NO RECREATION FACILITIES.

XVIII.

MANAGEMENT AGREEMENT

The Association has entered into a Management Agreement, a copy of which is annexed hereto as Exhibit No. 5 and made a part hereof.

Each unit owner, his heirs, successors and assigns shall be bound by said Management Agreement for the purposes therein expressed, including but not limited to:-

A. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said Management Agreement.

C. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

D. Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

E. It is specifically recognized that some or all of the persons comprising the original Board of Directors and Officers of the Association are or may be stockholders, officers and directors of the Management Firm, and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement in whole or in part.

F. The acts of the Board and Officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

XIX.

MISCELLANEOUS PROVISIONS

A. The owners of the respective Condominium units shall not be deemed to own the undecorated and/or unfinished surfaces of the perim-

G. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the Condominium unless the unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association or Management Firm, shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association at the Secretary's residence in the Condominium or, in the case of the Secretary's absence, then to the President of the Association at his residence in the Condominium and, in his absence, any member of the Board. The change of the mailing address of any party as specified herein shall not require an amendment to this Declaration.

Notices to the Developer shall be delivered by mail at:  
7499 N. W. 17th Street, Plantation, Florida.

Notices to the Management Firm shall be delivered by mail at:  
7499 N. W. 17th Street, Plantation, Florida.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased owner is being administered.

H. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Management Firm, and thereafter, the Board from authorizing the removal of or removing any party wall between any Condominium units in order that the said units might be used together as one integral unit. In each event, all assessments, voting rights and the share of the common elements shall be calculated as if such units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purpose that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined. The Developer shall have the right to use a portion of the common elements of the Condominium property for the purpose of aiding in the sale of Condominium units including the right to use portions of the Condominium property for parking for prospective purchasers and such other parties as Developer determines. Developer and its designees shall have the right to use as roadways all paved areas on the Condominium which are intended to be used as roadways. The foregoing right shall mean and include the right to display and erect signs, billboards and placards, and store, keep and exhibit same and distribute audio and visual promotional materials upon the common elements of the Condominium property.

I. Subsequent to the filing of this Declaration, the Association, when authorized by a vote of the majority of the total vote of the members of the Association, and approved by the owners and holders of Institutional First Mortgages encumbering Condominium parcels who represent a majority of the dollar institutionally mortgaged indebtedness against this Condominium and the Management Firm, and the Lessor may, together with other Associations and others, purchase and/or acquire and enter into agreements from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expense of ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses. The provisions of this Paragraph I are paramount to and superior to Article VII of this Declaration as to the matters set forth in this Paragraph.

O. By way of clarification as to Article VII of this Declaration, the Long-Term Lease may be amended by an instrument in writing, executed by the Lessor and the Association, by and through its Board and the Management Firm, except there shall be no amendment affecting the Long-Term Lease which would change a unit owner's rent under the Long-Term Lease or the manner of sharing common expenses under the Long-Term Lease or the manner of sharing common expenses under the Long-Term Lease, or impair the rights of unit owners to the use and enjoyment of the recreation area and facilities without the unit owners so affected, and all record owners of Institutional Mortgages thereon, joining in the execution of said amendment. The aforesaid amendment shall be duly recorded in the Public Records of the County wherein the Condominium is located, and the recording of said amendment shall constitute an amendment to this Declaration as to the provisions herein relative to said Long-Term Lease. Where the Developer continues to hold title to Condominium units in this Condominium at the time of a proposed amendment, as set forth in this paragraph, the approval of the Developer shall be required. No amendment, as set forth in this paragraph, shall change the provisions of the Long-Term Lease or this Declaration with respect to Institutional Mortgages, nor shall such amendment affect, impair or prejudice the validity, rights and priorities of any mortgages encumbering parcels in this Condominium. The Board of the Association is empowered and authorized, without the approval of the unit owners, to amend the Long-Term Lease and this Declaration, as contemplated in this Paragraph "O". This paragraph is paramount to and supersedes Articles VII and XIX.I of this Declaration as to the matters set forth in this paragraph. The provisions in Article XVII as to the Lessor's amending this Declaration and the Long-Term Lease are paramount to and supersede the provisions of this paragraph and Article VII of this Declaration.

P. Escrow Account for Insurance and Certain Taxes: - There may be established and maintained as determined solely by the Management Firm, and thereafter, by the Board in a local, national or state bank, or a federal or state savings and loan association, two (2) interest-bearing Savings and Deposit Accounts, in order to accumulate sufficient monies for the following purposes:

1. To pay all insurance premiums for the insurance on the Condominium property obtained and purchased by the Association, pursuant to Article XII of this Declaration; and,

2. To pay all Real and Personal Property Taxes assessed by the taxing authorities aforescribed for property owned by the Condominium, or taxes which the Condominium is required to pay as part of its common expenses, which taxes are not included in the taxes assessed by the taxing authorities against the individual Condominium parcels.

Notwithstanding the foregoing, the provisions of the Long-Term Lease as to taxes and insurance are paramount to the applicable provisions of this Article XIX.P. On or before the 30th day of each month, the Management Firm, and thereafter, the Association, may cause two (2) checks to be issued and drawn on the Association's bank account - each check being equal respectively to one-twelfth (1/12th) of the estimated yearly amounts as to Items 1 and 2 above, and said checks shall be immediately deposited into the appropriate Savings Deposit Account.

These accounts shall be maintained in the state or national bank or state or federal savings and loan association owning and holding the first recorded mortgage encumbering a Condominium unit, and upon the aforesaid mortgagee's no longer owning and holding a mortgage on a unit, then these accounts shall be maintained in the bank or savings and loan association having the highest dollar amount of indebtedness of institutional first mortgages owing against the Condominium units. Where said Institutional First Mortgagee is not a state or national bank or state or federal savings and loan association, said accounts shall be maintained in one of the foregoing as selected by said Institutional First Mortgagee. These accounts shall have the right of withdrawal restricted to a joint request



The Association and its members, the Developer, its successors, assigns and designees, and the Lessor, its successors, assigns and designees, by virtue of the execution of this Declaration and Exhibits are hereby granted an easement over, through and across the paved areas of the common elements for vehicular and pedestrian purposes. The aforesaid parties are further granted a pedestrian easement over and across the common elements. The aforesaid easements shall also be for the benefit of all owners of a portion of the real property and persons resident upon the lands or portions of the lands which encompass the Omega Villas Complex as determined by the Developer and Lessor as to the limitations set forth and pursuant to the applicable provisions of the Long-Term Lease. The foregoing also includes the Condominium Association(s) and its members. The terms "street easement", "parking street easement", "access easement", "ingress and egress easement" and "roadway" or "roadway easement" wherever used throughout this Declaration and Exhibits shall mean the same and are for vehicular and/or pedestrian purposes as the context so requires. The Developer and Lessor hereby grant to the parties aforementioned an easement for ingress and egress for vehicular and pedestrian purposes over and across the paved area of the common elements, to provide access to and from said Condominium to the nearest public street and to provide access from said Condominium to the recreation areas, and to provide access over and across all paved areas within the Omega Villas Complex, whether same are a part of a Condominium recreation area or otherwise, provided said paved area is maintained for use as a driveway, street or walkway. The aforesaid areas are designated on Exhibit No. 1 and the parties hereto, i.e., Developer, Lessor and Association, hereby grant and, where applicable, subject portions of a Condominium to said easements for the parties specified above by virtue of the execution of this Declaration and Exhibits by said Developer and Lessor and said Association, and same are further granted unto the Developer's and Lessor's designees. All easements of an access type, as hereinbefore provided, within the Condominiums including the recreation areas within the Omega Villas Complex which connect with other access easements are part of the over-all access easement system for the benefit of the parties specified above. It is understood and agreed that the Condominium property may not be abutting, contiguous or adjacent to a public street, road or right-of-way. The easements granted in this paragraph shall also be deemed to include, where applicable, the granting of an easement to the parties specified in this paragraph for pedestrian purposes over and across those portions of the common elements of a Condominium as is needed and required to provide access over said Condominium so that the parties specified herein shall have access over the applicable portions of the common elements of the Condominiums in the Complex in order to provide them with access from one portion of the property in the Complex to another portion of the property in the Complex, including the recreation areas.

No right shall ever accrue to the public as to the aforesaid easements referred to in the preceding paragraph and said easements shall endure to January 1, 2077, and thereafter for successive periods of ten (10) years unless sooner terminated by a recorded document duly executed and recorded by the persons required in the Public Records of Broward County, Florida. Said easements may be terminated in whole or in part prior to January 1, 2077, and thereafter upon the joint consent of the Developer and Lessor, their successors and assigns, and the owners of all the lands which are entitled to the use of said easements except where all or portions of said lands shall have been submitted to Condominium ownership, then the Association(s) responsible for the operation and management of said Condominium(s) are irrevocably appointed and authorized by the Condominium parcel owners to execute said instrument and the execution of said instrument by the Condominium parcel owners shall not be required. The foregoing shall be subject to such additional easements as the Developer and Lessor may hereafter deem necessary and the Developer and Lessor shall have the right in their sole discretion to grant such additional easements over, upon and across said easement areas which may be within or outside of a Condominium and the recreation areas as they deem necessary and the consent of no other party shall be required. Notwithstanding the foregoing, the Developer and Lessor may convey or dedicate all of

in their name by their proper officer and their Corporate Seal affixed this 21<sup>st</sup> day of DECEMBER, 1978.

Signed, Sealed and Delivered  
in the Presence of:

James T. Bowles  
Karen Schneider

RISSMAN DEVELOPMENT CORPORATION,  
a Florida corporation

BY: Sanford Rissman (SEAL)  
Sanford Rissman, President

Signed, sealed and delivered  
in the presence of:

Therese Amlie  
Walter H. H. H. H.

FPA CORPORATION, a Delaware Cor-  
poration

By: Therese Amlie (SEAL)  
President  
(DEVELOPERS)

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared Rainey Rissman, to me well known to be the person described in and who executed the foregoing instrument as President of RISSMAN DEVELOPMENT CORPORATION, a Florida Corporation, and he acknowledged before me that he executed such instruments as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that same was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this 21<sup>st</sup> day of DECEMBER, 1978.

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires March 11, 1980  
Bonded by American Fire & Casualty Co.

James T. Bowles (SEAL)  
Notary Public, State of Florida  
at Large

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared Therese Amlie, to me well known to be the person described in and who executed the foregoing instrument as PRESIDENT of FPA CORPORATION, a Delaware Corporation, and he acknowledged before me that he executed such instrument as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that same was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this 21<sup>st</sup> day of DECEMBER, 1978.

My Commission expires:

Notary Public, Florida, State at Large  
My Commission Expires Aug. 11, 1981  
Bonded thru Jedin Insurance Agency

James T. Bowles  
Notary Public, State of Florida  
at Large

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Karen Rissman  
Thomas Broudas  
Karen Rissman  
Thomas Broudas  
Thomas Broudas  
Karen Rissman

Rainey Rissman (SEAL)  
 Rainey Rissman

Sanford Rissman (SEAL)  
 Sanford Rissman

RISSMAN DEVELOPMENT CORPORATION  
 a Florida corporation  
 BY: Sanford Rissman (SEAL)  
 Sanford Rissman, President  
 (LESSOR)

STATE OF FLORIDA )  
 ) SS:  
 COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared Rainey Rissman and Sanford Rissman who, after being by me first duly sworn, acknowledged that they executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, at the County and State aforesaid, this 21<sup>st</sup> day of DECEMBER, 1978.

My Commission Expires: Notary Public, State of Florida  
 My Commission Expires March 11, 1980  
 Bonded by American Fire & Casualty Co.

STATE OF FLORIDA )  
 ) SS:  
 COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared Sanford Rissman to me well known to be the person described in and who executed the foregoing instrument as President of RISSMAN DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged before me that he executed such instrument as such officer of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that same was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this 21<sup>st</sup> day of DECEMBER, 1978.

My Commission Expires: Notary Public, State of Florida

STATE OF FLORIDA )  
 ) SS:  
 COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared Thor Amlie, to me well known to be the person described in and who executed the foregoing instrument as President of FPA CORPORATION, a Florida corporation, and he acknowledged before me that he executed such instrument as such officer of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that same was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this 12<sup>th</sup> day of DECEMBER, 1978.

Laurence Adams  
 Notary Public, State of Florida  
 - D-35 -

DEC 7 1977  
 SEC 175



The provisions of the foregoing paragraph are further subject to all units being classified as to "Type" by the Developer in the Declaration of Condominium controlling such units, and the Lessor under the Long-Term Lease appertaining thereto, as to one of the types hereinabove set forth; however, where residential units are not Condominiums, but they are a Lessee of the demised premises, then in such event, the Developer of same and the Lessor under the Long-Term Lease appertaining thereto shall classify all of said units as to one of the types as described and said non-condominium residential units shall be responsible for the payment of its proportionate share of the costs and expenses of the recreation facilities.

Notwithstanding the formula used above to determine each unit owner's share of common expenses under the Long-Term Lease (excluding net rent), said formula is used only to determine the total common expenses (excluding net rent) under the Long-Term Lease for which units in the Condominium will be responsible and such sum as is determined by using said formula shall be allocated among the units in this condominium as a common expense according to the particular unit's percentage of undivided interest in the common elements as set forth above.

EXHIBIT 1  
Sheet 1 of 4 Sheets


TO DECLARATION OF CONDOMINIUM

CERTIFICATE

STATE OF FLORIDA    )  
                          ) ss:  
COUNTY OF BROWARD )

This certificate made this 8th day of December, 1978, by the undersigned surveying firm is made pursuant to the provisions of Section 718.104 (4)(c) of the Florida Statutes, as amended, and is a certification that the attached Exhibit 1, Sheets 2 through 4, is an accurate representation of the improvements described thereon; and that the construction of said improvements except as noted is substantially complete so that such material, together with the wording in the Declaration of Condominium of OMEGA VILLAS 2, A Condominium relating to matters of survey, is an accurate representation of the location and dimensions of the improvements described and that said identification, location and dimensions of the common elements and of each unit can be determined from these materials.

McLAUGHLIN ENGINEERING CO.

  
James M. McLaughlin  
Registered Land Surveyor No. 2087  
State of Florida

SWORN TO and SUBSCRIBED before me this  
8th day of December, 1978.

  
NOTARY PUBLIC State of Florida at-large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 25 1980  
BONDED THRU CENTRAL INS. UNDERWRITERS

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LOCATION OF CONDOMINIUM UNITS  
"OMEGA VILLAS II - A CONDOMINIUM"

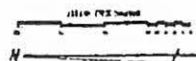
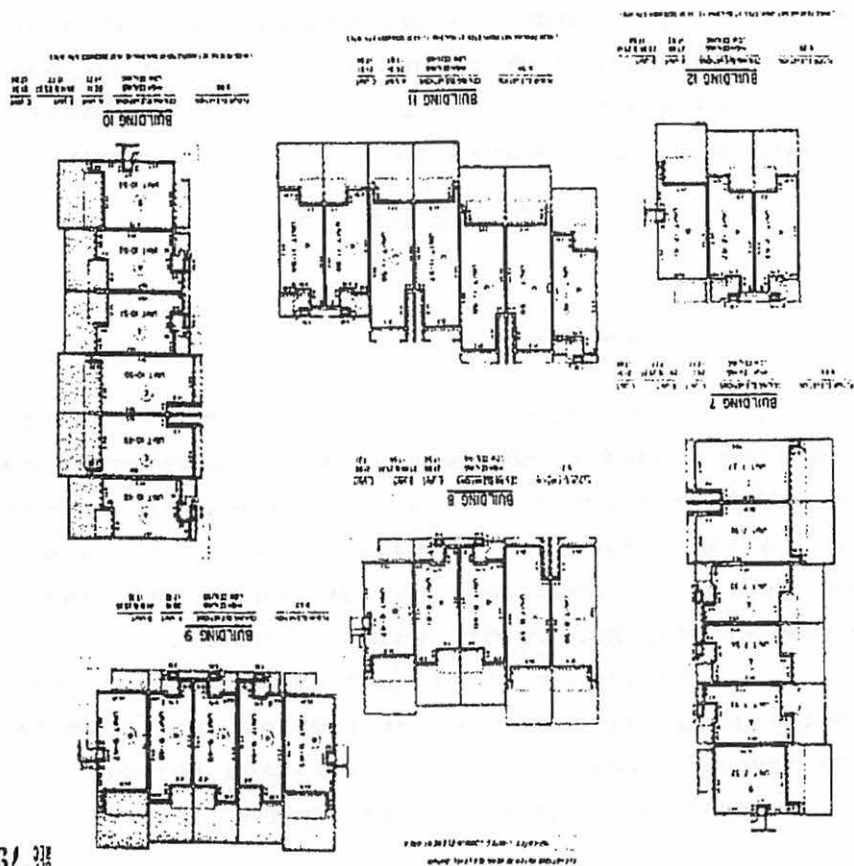


EXHIBIT 2

The BY-LAWS of OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, shall govern the operation of the Condominium named in the Declaration of Condominium to which this Exhibit is attached.

The BY-LAWS of OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., referred to herein, are recorded in Official Records Book 7638, at Pages 809 through 823 inclusive, of the Public Records of Broward County, Florida, and said By-Laws shall be deemed incorporated herein and made a part hereof by reference just as though said By-Laws were fully set forth herein.

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EXHIBIT 3

The Articles of Incorporation of OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, referred to herein, are recorded in Official Records Book 7638 at Pages 825 through 830 inclusive, of the Public Records of Broward County, Florida, and said Articles of Incorporation shall be deemed incorporated herein and made a part hereof by reference, just as though said Articles of Incorporation were fully set forth herein.

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31st day of December, 2076, unless this Lease be sooner terminated in accordance with its terms. This Lease may be renewed upon such terms and conditions as are mutually agreeable between the parties. This demise is subject to conditions, limitations, restrictions, reservations and other matters of record, easements, licenses now or hereafter granted by the Lessor, taxes, applicable zoning ordinances now existing or which may hereafter exist, this Lease and other Leases, and the Management Agreement referred to herein, and instruments creating rights to such persons or parties as the Lessor determines in and to the demised premises, in its sole discretion, as provided herein, all of which now exist or may hereafter exist during the term of this Lease, and mortgages now or hereafter of record which the Lessor shall pay according to their tenor, as provided herein.

### III.

#### RENT

The Lessee agrees to pay to the Lessor as rent during the term of this Lease the sum per month calculated as follows:

Reference is made to Exhibit "A" of the Declaration wherein each Condominium unit is designated as being one of a certain type. The monthly rent shall be determined by multiplying the number of 2-bedroom, 2-bath units set forth therein by \$10.00 and by multiplying the number of 3-bedroom, 2-bath convertible units set forth therein by \$12.00. The results of such multiplication shall be added together and shall constitute the monthly rent, with the first monthly payment maturing and becoming due as of the first day of the month following the date of this Lease. The monthly rent is subject to the increase of such sum in accordance with the provisions of Article XXV of this Lease.

A. Rent shall be payable at such place 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, in the manner hereinafter prescribed for the giving of notices. All rent shall be payable without notice or demand to the order of the Lessor, or such party as it designates, and delivered or mailed to such address as the Lessor designates from time to time.

B. 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. If at any time the Lessor shall accept anything other than current legal tender as rent, such fact or such acceptance shall not be construed as varying or modifying such provisions of this paragraph as to any subsequently maturing rent, or as requiring the Lessor to make a similar acceptance or indulgence upon any subsequent occasion.

C. Notwithstanding anything herein contained to the contrary, the net rent Lessee shall pay to Lessor shall not be due and payable until Recreation Area 2 and the improvements thereon, as more particularly provided in Article VI of this Lease, are completed, and Recreation Area 2 has received a Certificate of Occupancy, if applicable from the applicable governmental authority. Notwithstanding anything contained in this Lease to the contrary, Recreation Area 1 and Recreation Area 2 constitute all of the recreation facilities as contemplated by §719.401(5), Florida Statutes. There shall be no additional rent (net rent) due at such time as Recreation Area 3 may be completed, in accordance with the terms of this Lease subject however to the terms and provisions of Article XXV of this Lease.

### IV.

#### PROVISIONS REGARDING PAYMENT OF TAXES

A. The Lessee covenants and agrees with the Lessor that the Lessee will promptly pay all taxes levied or assessed for and after the year last appearing in the body of this instrument, and during the term hereby demised, by any and all taxing authorities, and including not only

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TIME TO TIME TO MAKE, AT LESSOR'S OWN EXPENSE, ADDITIONAL IMPROVEMENTS UPON THE DEMISED PREMISES AND TO MODIFY AND CHANGE THE FACILITIES AND IMPROVEMENTS ON THE DEMISED PREMISES; HOWEVER, THE LESSOR IS NOT OBLIGATED TO DO SO NOR HAS THE LESSOR PROMISED OR CONTRACTED TO DO SO. THE LESSOR SHALL HAVE THE RIGHT IN ITS SOLE DISCRETION TO AMEND THIS LONG-TERM LEASE BY CONSTRUCTING AND ADDING TO THE DEMISED PREMISES AS IS MORE PARTICULARLY SET FORTH HEREINAFTER IN THIS ARTICLE VI. THE TERM "DEMISED PREMISES" INCLUDES "LEASED PREMISES" OR "PREMISES", "RECREATIONAL FACILITIES" OR "FACILITIES", "RECREATION AREA" OR "AREA", "RECREATION AREA(S)" AND "FACILITIES" AND PERSONAL PROPERTY THEREIN AND WHERE USED THROUGHOUT THIS LEASE SHALL MEAN THE SAME UNLESS THE CONTEXT OTHERWISE REQUIRES. AS PROVIDED IN THIS ARTICLE VI, THE LESSOR MAY ADD ADDITIONAL DEMISED PREMISES WITH IMPROVEMENTS THEREON WITHIN THE TIME HEREINAFTER SET FORTH AS FOLLOWS: SHOULD THE DEVELOPER OF OMEGA VILLAS COMPLEX COMMENCE CONSTRUCTION ON THE 59TH UNIT IN THE COMPLEX, EXCLUDING THEREFROM AND NOT COUNTING ANY UNITS WHICH MAY BE ADDED TO THE FIRST CONDOMINIUM IN SAID COMPLEX, I.E., OMEGA VILLAS 1, A CONDOMINIUM, THEN IN THAT EVENT, THE LESSOR SHALL CAUSE TO BE CONSTRUCTED UPON ADDITIONAL DEMISED PREMISES OF APPROXIMATELY .60 ACRES (WHICH SHALL BE KNOWN AS RECREATION AREA 2) ADDITIONAL FACILITIES WHICH MAY CONSIST OF A MAIN RECREATION BUILDING CONTAINING A GENERAL ASSEMBLY-CARD ROOM AND KITCHEN, AND A BATH AND SHOWER BUILDING CONTAINING MEN'S AND WOMEN'S REST ROOM FACILITIES AND SHOWERS. ADDITIONALLY, RECREATION AREA 2 WILL CONTAIN A SWIMMING POOL, POOL DECK AND COVERED AREA, AND ONE (1) TENNIS COURT. LESSOR WARRANTS THAT IT WILL EXPEND A MINIMUM OF \$4,000.00 TO PURCHASE PERSONAL PROPERTY FOR RECREATION AREA 2. SHOULD THE DEVELOPER OF OMEGA VILLAS COMPLEX COMMENCE CONSTRUCTION ON THE 92ND UNIT IN THE COMPLEX, EXCLUDING THEREFROM AND NOT COUNTING ANY UNITS WHICH MAY BE ADDED TO THE FIRST CONDOMINIUM IN SAID COMPLEX, I.E., OMEGA VILLAS 1, A CONDOMINIUM, THEN IN THAT EVENT, THE LESSOR SHALL CAUSE TO BE CONSTRUCTED UPON ADDITIONAL DEMISED PREMISES OF APPROXIMATELY .40 ACRES (WHICH SHALL BE KNOWN AS RECREATION AREA 3) ADDITIONAL FACILITIES WHICH MAY CONSIST OF A RECREATION PARK TO INCLUDE A SITTING AREA WITH PATIO AND LANDSCAPING. LESSOR WARRANTS THAT IT WILL EXPEND A MINIMUM OF \$1200.00 TO PURCHASE PERSONAL PROPERTY FOR RECREATION AREA 3. NOTWITHSTANDING THE FOREGOING, THE INITIAL AND BASIC IMPROVEMENTS UNDER THIS LONG-TERM LEASE ARE AS SPECIFICALLY SET FORTH HEREINABOVE AND THE RENT AND OTHER OBLIGATIONS UNDER THIS LEASE IN THEIR ENTIRETY SHALL COMMENCE AND CONTINUE TO BE DUE AND PAYABLE AS PROVIDED IN THIS LEASE AS OF THE TIME HEREINBEFORE SET FORTH, NOTWITHSTANDING THE FACT THAT THE LESSOR MAY ADD ADDITIONAL DEMISED PREMISES AND IMPROVEMENTS AS PROVIDED HEREIN. THE INITIAL AND BASIC IMPROVEMENTS SET FORTH HEREINABOVE ARE ALL OF THE FACILITIES CONTEMPLATED WITHIN THE PURVIEW OF F.S. 718.401(5).

THE DEVELOPER(S) OF THE DEVELOPMENT COMMONLY KNOWN AS OMEGA VILLAS COMPLEX SHALL HAVE THE RIGHT, WHERE APPLICABLE, TO USE PORTIONS OF THE DEMISED PREMISES FOR PARKING BY THE DEVELOPER, FOR ITSELF, ITS AGENTS, SERVANTS AND EMPLOYEES, AND PROSPECTIVE PURCHASERS OF CONDOMINIUM UNITS; AND THE DEVELOPER SHALL BE ENTITLED TO USE, OCCUPY AND DEMONSTRATE, ON A NON-EXCLUSIVE BASIS, ON ALL THOSE OTHER PORTIONS OF THE DEMISED PREMISES FOR THE PURPOSE OF AIDING IN THE SALE OF CONDOMINIUM UNITS ON, OR TO BE CONSTRUCTED ON OR WITHIN THE OMEGA VILLAS COMPLEX. THE TERM "COMPLEX" AND THE TERM "PROJECT" SHALL BE DEEMED SYNONYMOUS. THE RIGHT OF THE DEVELOPER(S) SHALL INCLUDE THE RIGHT TO DISPLAY AND ERECT SIGNS, BILLBOARDS AND PLACARDS, AND STORE, KEEP AND EXHIBIT SAME; AND DISTRIBUTE AUDIO AND VISUAL PROMOTIONAL MATERIALS ON PORTIONS OF THE DEMISED PREMISES.

NOTWITHSTANDING THE PROVISIONS IN ARTICLE XXVII HEREFTER, THE LESSOR SHALL HAVE THE RIGHT TO AMEND THIS LONG-TERM LEASE BY ADDING TO THE DEMISED PREMISES ADDITIONAL PREMISES AND/OR IMPROVEMENTS AS PROVIDED HEREIN AND IN ARTICLE XVII OF THE DECLARATION. THE LESSOR IS NOT OBLIGATED TO ADD ADDITIONAL PREMISES AND/OR IMPROVEMENTS TO THE DEMISED PREMISES NOR SHALL THE LESSOR BE DEEMED TO HAVE PROMISED OR CONTRACTED TO DO SO. SHOULD THIS LONG-TERM LEASE BE SO AMENDED, SUCH ADDITIONAL DEMISED PREMISES WITH IMPROVEMENTS THEREON MAY BE OF SUCH SIZE, DIMENSION, TYPE, DESIGN AND LOCATION AS THE LESSOR SHALL DETERMINE IN ITS SOLE DISCRETION. THE FILING OF AN AMENDMENT TO DECLARATION UNDER THE PROVISIONS OF SAID ARTICLE XVII OF THE DECLARATION, EXECUTED SOLELY BY THE LESSOR AND THE DEVELOPER SHALL BE DEEMED TO BE AN EXECUTED AMENDMENT TO THIS LONG-TERM LEASE. THE RIGHTS OF THE LESSOR TO AMEND THIS LONG-TERM LEASE, AS AFORESAID, SHALL TERMINATE AUTOMATICALLY ON JANUARY 1, 1982. HOWEVER, SAID LESSOR MAY TERMINATE SAID RIGHT IN WRITING PRIOR THERETO AND, IN SUCH CASE, SAID INSTRUMENT OF TERMINATION SHALL BE DULY RECORDED IN THE PUBLIC

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ACTUAL, IMPLIED OR CONSTRUCTIVE EVICTION OF THE LESSEE FROM THE DEMISED PREMISES BY THE LESSOR, OR ANY ONE ACTING BY, THROUGH OR UNDER, OR FOR IT; OR (C) AS AN EXCUSE, JUSTIFICATION, WAIVER OR INDULGENCE BY THE LESSOR TO THE LESSEE OF THE LESSEE'S PROMPT, FULL, COMPLETE AND CONTINUOUS PERFORMANCE OF HIS COVENANTS AND PROMISES HEREIN. THE TERM "OTHER LESSEE" OR "OTHER LESSEES", FOR THE PURPOSE OF THIS LEASE, SHALL MEAN ANY PERSON OR PERSONS, INDIVIDUALLY OR COLLECTIVELY, OR ANY ENTITIES OR CORPORATIONS OR ANY COMBINATION THEREOF, WHO AT THE TIME OF THE EXECUTION AND DELIVERY OF SUCH OTHER LEASE, IS THE OWNER IN FEE SIMPLE, AND THEIR LESSEES, OR THE LESSEE UNDER A CONDOMINIUM OR COOPERATIVE FORMAT, AND THE ASSOCIATION RESPONSIBLE FOR THE OPERATION OF SAME, CONTAINED WITHIN THE OMEGA VILLAS COMPLEX AS DETERMINED SOLELY BY THE LESSOR. THE MINIMUM NUMBER OF UNIT OWNERS THAT WILL BE REQUIRED DIRECTLY OR INDIRECTLY TO PAY THE RENT PAYABLE UNDER THIS LEASE SHALL BE 26 AND THE MAXIMUM NUMBER OF UNITS THAT WILL BE SERVED BY THE LEASED PROPERTY WILL BE 160.

THE DEMISED PREMISES ARE SUBJECT TO THOSE MATTERS SET FORTH IN ARTICLE II ABOVE AND THE LESSOR SHALL HAVE THE EXCLUSIVE RIGHT TO GRANT AND CREATE UPON, OVER AND UNDER THE DEMISED PREMISES ALL THOSE MATTERS RESERVED UNTO ITSELF, AS PROVIDED IN ARTICLE II ABOVE, FREE AND CLEAR OF THE PROVISIONS OF THIS LEASE. NOTWITHSTANDING THE FOREGOING, THERE SHALL BE NO ABATEMENT OR REDUCTION OF THE RENTAL DUE UNDER THE TERMS OF THIS LEASE FROM THE LESSEE TO THE LESSOR, NOR SHALL THE FOREGOING GIVE THE LESSEE THE RIGHT TO AVOID ANY OF ITS COVENANTS, AGREEMENTS OR OBLIGATIONS TO BE PERFORMED UNDER THIS LEASE.

THE LESSEE, TOGETHER WITH OTHER LESSEES, SHALL MAKE DEPOSITS FOR AND PAY ALL BILLS AND CHARGES FOR ALL UTILITIES AND SERVICES USED IN AND ABOUT THE DEMISED PREMISES, INCLUDING WATER, SEWAGE, GAS, ELECTRICITY AND TELEPHONE.

THE LESSOR HEREBY GRANTS UNTO THE MANAGEMENT FIRM THE RIGHT TO GRANT CONCESSIONS AND LICENSES TO PERSONS UPON SUCH TERMS AND CONDITIONS AND FOR SUCH PURPOSES AS THE MANAGEMENT FIRM DETERMINES AND THE RIGHT TO PROVIDE FACILITIES AND SERVICES ON THE DEMISED PREMISES FOR THE SAID LESSEE(S) OF THE DEMISED PREMISES. THE MANAGEMENT FIRM SHALL ALSO HAVE THE RIGHT ON BEHALF OF THE LESSEE(S) OF THE DEMISED PREMISES TO CAUSE COIN VENDING MACHINES AND COIN OPERATED EQUIPMENT AND PAY TELEPHONES TO BE INSTALLED UPON THE DEMISED PREMISES IN SUCH LOCATIONS AS IT DETERMINES AND TO EITHER PURCHASE SAME ON BEHALF OF AND AT THE COST AND EXPENSE OF THE LESSEE(S), OR RENT SAME, OR ENTER INTO AGREEMENTS REGARDING SAME; HOWEVER, ALL INCOME DERIVED BY THE MANAGEMENT FIRM FROM THE FOREGOING, AS TO THE DEMISED PREMISES, SHALL INURE TO THE BENEFIT OF THE LESSEE(S) OF THE DEMISED PREMISES, AND ALL EXPENSES APPERTAINING THERETO SHALL LIKEWISE BE BORNE BY THE LESSEE(S) OF THE DEMISED PREMISES. NOTWITHSTANDING THE FOREGOING, THERE SHALL BE NO ABATEMENT OR REDUCTION OF THE RENTAL DUE UNDER THE TERMS OF THIS LEASE FROM THE LESSEE(S) TO THE LESSOR NOR OF THE LESSEE'S COVENANTS, AGREEMENTS AND OBLIGATIONS UNDER THE TERMS OF THIS LEASE.

THE MANAGEMENT FIRM MAY IN ITS SOLE DISCRETION PROVIDE FOR THE USE OF CERTAIN PORTIONS OF THE DEMISED PREMISES FOR THE LESSEE(S) OF SAID DEMISED PREMISES UNDER SUCH TERMS AND CONDITIONS AS THE MANAGEMENT FIRM DEEMS ADVISABLE IN ITS SOLE DISCRETION, AND SUCH USE MAY BE CONDITIONED UPON THE PAYMENT BY THE REQUESTING PARTY OF ADDITIONAL COMPENSATION, AND SAID ADDITIONAL COMPENSATION SHALL BE CHARGEABLE AS A SPECIAL ASSESSMENT OF THE MANAGEMENT FIRM AGAINST THE REQUESTING PARTY(S), IN SUCH AMOUNTS AND PROPORTIONS AS THE MANAGEMENT FIRM DETERMINES. UPON TERMINATION OF THE MANAGEMENT AGREEMENT, THE FOREGOING SHALL BE PERMITTED PURSUANT TO THE CONCURRENCE OF THE LESSEE(S) OF THE DEMISED PREMISES.

THE FOREGOING PROVISIONS OF THIS ARTICLE VII ARE FURTHER SUBJECT TO THE PARAMOUNT PROVISIONS IN REGARD THERETO HEREINAFTER SET FORTH IN THIS LEASE.

THERE SHALL BE NO ABATEMENT OF RENT FOR ANY CAUSE OR PURPOSE WHATSOEVER, NOR SHALL THE LESSEE BE RELIEVED OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE EXCEPT AS PROVIDED IN ARTICLE VIII HEREINAFTER. THE LESSEE

appropriation of a portion of a building and/or improvement as provided in this paragraph are not sufficient to pay the cost and expense of restoring that portion of the building and/or improvement not so taken, or where there is an appropriation of an entire building or improvement or a portion thereof which is not sufficient to terminate this Lease as hereinbefore set forth, and the cost and expense of replacing the appropriated building or improvement upon the remaining land area of the demised premises as provided in this paragraph, exceeds the sums awarded for said appropriation, the Management Firm, and thereafter, the Lessee(s), shall determine the amount of funds required and shall levy an assessment against the Lessee(s), including the members of Lessee Condominium Associations, and said assessment shall be due and payable as of the time the Management Firm, and thereafter, the Lessee(s), determine and said assessment shall be a lien upon the appropriate Condominium unit and where said Lessee is not a Condominium Association, said assessment shall be a lien against the real property with improvements thereon which is owned, leased or operated by the Lessee and which real property with improvements thereon is security for the payment of the rent and Lessee(s) obligations under the applicable Long-Term Lease, and where said assessment is a lien against a Condominium unit, said lien shall be enforceable against said unit by the Condominium Association under the provisions of Article X of the Declaration, and said assessment shall be enforceable as a lien against said unit by the Lessor at the Lessor's option in the manner provided in Article XXIII of this Lease, and where the Lessee is not a Condominium Association, such assessments shall be a lien as above described and enforceable as provided under the provisions of the applicable Long-Term Lease. The Lessee(s) under the Long-Term Leases as to the demised premises shall share said assessments in the same proportion as they share the expenses and obligations under the Long-Term Leases, excluding rent. Upon such restoration and replacement being completed, any balance of said award in the Lessor's possession shall be retained by the Lessor as its property unless the Lessee(s) has been required to pay assessments as hereinbefore provided and, in such case, any balance of funds in the Lessor's possession upon such restoration and replacement being completed shall be disbursed by the Lessor to the Lessee(s) in the same proportion as they paid said assessment.

#### IX.

#### INDEMNIFICATION AND INSURANCE PROVISIONS

A. Lessee covenants and agrees with Lessor that during the entire term of this Lease, the Lessee will indemnify and save harmless the Lessor against any and all claims, debts, demands or obligations which may be made against Lessor, or against Lessor's title in the premises, arising by reason of or in connection with the making of this Lease and the ownership by Lessee of the interest created in the Lessee hereby, and if it becomes necessary for the Lessor to defend any action seeking to impose any such liability, Lessee will pay the Lessor all costs of Court and Attorney's fees incurred by 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 claim is asserted.

B. The Management Firm shall cause the demised premises to be covered by Fire and Extended Coverage Insurance in such amounts, in such form, and with such company(s) as the Lessor requires, and with a loss payable provision in favor of the Lessor - said Policy(s) to be for the interest of the Lessor and its mortgagees, as their interests may appear, and said Management Firm, and thereafter, the Lessee(s) of the demised premises shall obtain a Comprehensive Public Liability policy insuring the Lessor, the Management Firm and the Lessee(s) for liability arising out of the use and operation of the demised premises in such amounts, in such form, and with such company(s) as the Lessor shall require. The Management Firm, and thereafter, the Lessee(s), shall also obtain Workmen's Compensation Insurance and such other insurance as the Management Firm and the Lessee(s) determine. The aforesaid insurance policies and cover-

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XI.

LESSEE'S DUTY TO PAY INSURANCE PREMIUMS

A. Lessee covenants and agrees with the Lessor that the Lessee, and other Lessees, will pay the premiums for all insurance policies which they are obligated to carry under the terms of this Lease, and will deliver the said policies and the evidence of payment to the Lessor within the time hereinafter limited.

B. Nothing herein contained shall ever be construed as rendering the Lessor personally liable for the payment of any such insurance premiums but, if at any time during the continuance of this Lease, the Lessee shall fail, refuse or neglect to procure any of the policies of insurance required in and by this instrument to be procured by the Lessee, or to keep and maintain the same in full force and effect, or pay the premiums therefor promptly when due, the amount or amounts of money paid as the premium or premiums thereon, plus interest at the rate of ten percent (10%) per annum, shall be collectable as though it were rent then matured hereunder, and shall be due and payable forthwith, or in lieu thereof, and notwithstanding the procurement and renewal of such policies by the Lessor, this Lease and the term created hereby may, at the option of the Lessor, be terminated and declared at an end and all of the right, estate and interest of the Lessee hereunder, in such event, shall immediately cease and become null and void.

XII.

LESSOR'S RIGHT TO ASSIGN AND ENCUMBER

THE LESSOR SHALL HAVE THE RIGHT TO ASSIGN AND ENCUMBER ITS INTEREST UNDER THIS LEASE AND TO THE DEMISED PREMISES, AS HEREIN PROVIDED.

A. WHERE THE DEMISED PREMISES ARE SUBJECT TO EXISTING MORTGAGES, THE LESSOR SHALL PERFORM ALL OF THE COVENANTS OF THE MORTGAGOR THEREIN.

B. FURTHER MORTGAGES. THE LESSOR SHALL HAVE THE RIGHT AT ALL TIMES TO FURTHER AND ADDITIONALLY MORTGAGE AND ENCUMBER ITS INTEREST UNDER THIS LEASE AND IN AND TO THE DEMISED PREMISES, AND THE LESSEE'S INTEREST IN AND TO THE SAME SHALL AT ALL TIMES BE SUBORDINATE AND INFERIOR TO THOSE OF SUCH ADDITIONAL AND FURTHER MORTGAGES, PROVIDED THAT THE LESSEE SHALL AT ALL TIMES HAVE THE RIGHT TO USE, OCCUPY AND ENJOY THE DEMISED PREMISES IN ACCORDANCE WITH THE PROVISIONS OF THIS LEASE, SO LONG AS IT SHALL PERFORM ALL OF ITS PROMISES AND COVENANTS AS HEREIN PROVIDED. THE LESSEE DOES HEREBY AGREE THAT IT WILL, FOR ITSELF (AND IF REQUIRED BY THE MORTGAGEES) AND/OR AS AGENT FOR ALL OF THE CONDOMINIUM PARCEL OWNERS OF THE CONDOMINIUM SPECIFIED IN THE DECLARATION, AND FOR EACH OF THEIR SPOUSES, AND FOR EACH OWNER OF ANY OTHER INTEREST IN THE PROPERTY OF THE CONDOMINIUM, FORTHWITH SUBORDINATE ITS AND/OR THEIR RESPECTIVE INTERESTS IN AND TO THE DEMISED PREMISES AND THIS LEASE TO ANY SUCH MORTGAGE, PROVIDED THAT BY SUCH JOINDER, THE LESSEE AND/OR THE PRINCIPALS FOR WHICH IT SHALL HAVE ACTED AS AGENT SHALL NOT ASSUME THE OBLIGATIONS OF THE MORTGAGOR, AS THE MORTGAGEE MAY REQUIRE.

C. ASSIGNMENT. THE LESSOR MAY FREELY ASSIGN IN WHOLE OR IN PART ALL OR ANY PART OF ITS RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND THE DEMISED PREMISES AND, IN SUCH EVENT, LESSOR SHALL BE RELIEVED OF ITS LIABILITY UNDER THIS LEASE.

D. ASSIGNMENT - OTHER. THE LESSOR MAY FREELY ASSIGN, CONDITIONALLY OR OTHERWISE, AND PLEDGE IN WHOLE OR IN PART ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND THE DEMISED PREMISES AS ADDITIONAL SECURITY FOR A DEBT OF THE LESSOR.



attorneys or tenants shall hold the said premises, or any part thereof, one (1) day after the same should be surrendered according to the terms of this Lease, it shall be deemed guilty of forcible detainer of said premises under the statute and shall be subject to eviction or removal, forcibly or otherwise, with or without process of law.

B. Though this be a Long-Term Lease, the parties understand and agree that the relationship between them is that of Landlord and Tenant and the Lessee specifically acknowledges that all statutory proceedings in the State of Florida regulating the relationship of Landlord and Tenant, respecting collection of rent or possession of the premises, accrues to the Landlord hereunder.

C. Nothing herein contained shall be construed as authorizing the Lessor to declare this Lease in default where the default consists in the non-payment of rent or taxes, until such non-payment shall, in violation of the terms of this Lease, have continued for fifteen (15) days after written notice of such default shall have been given by the Lessor to the Lessee; and where the alleged default consists of some violation other than the foregoing, the Lessor may not declare this Lease in default until such violation shall have continued for thirty (30) days after the Lessor shall have given the Lessee written notice of such violation, and Lessee shall not have undertaken, during said thirty-day notice period, to cure said violation by vigorous and affirmative action; provided, however, that nothing herein contained as may be and/or become necessary in order to preserve the Lessor's rights and the interest of the Lessor in the premises and in this Lease, even before the expiration of the grace or notice periods provided for in this paragraph if, under particular circumstances then existing, the allowance of such grace or the giving of such notice would prejudice or endanger the rights and estate of the Lessor in this Lease and in the demised premises.

D. All default and grace periods shall be deemed to run concurrently and not consecutively.

E. It is mutually covenanted and agreed that the various rights, powers, options, elections, privileges and remedies of the Lessor contained 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 by law.

F. It is further covenanted and agreed by and between the parties hereto that the right given to the Lessor in this Lease to collect the rent that may be due under the terms of this Lease by any proceedings under the same, or the right to collect any additional rent, money or payments due under the terms of this Lease by any proceedings under the same, or the right given the Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the rights of such Lessor to declare this Lease void and the term hereby ended, as herein provided, when default is made in the payment of said rent, or when default is made by the Lessee in any of the terms and provisions of this Lease.

G. If at any time, by reason of the failure of the Lessee to keep and perform any covenant or agreement which under the terms of this Lease the Lessee is bound and obligated to keep and perform, it becomes necessary for Lessor to employ an attorney to protect the rights and interests of the Lessor in the demised premises, or to enforce the terms and provisions of this Lease, or proceed under it in any particular - then in any of such event, the Lessee will owe and will pay unto Lessor all costs of Court and reasonable attorney's fees incurred or expended by the Lessor in taking such actions.

H. It is further covenanted and agreed by and between the parties hereto that in the event of the termination of this Lease at any time before the expiration of the term of years hereby created, for the breach by the Lessee of any of the covenants herein contained, then all of the right, estate and interest of the Lessee in and under this Indenture and



Condominiums as may be provided in the Association's Articles of Incorporation.

The party whose name appears at the end of this instrument as "Lessee-Owner" is the owner of the premises described in Exhibit "B" attached hereto and made a part hereof, and has constructed Condominium building(s) thereon. To secure the Lessor in the payment of rent reserved hereunder, the owner of the premises described in Exhibit "B" hereby gives and grants unto the Lessor a lien against the premises described in Exhibit "B", it being understood and agreed that said owner of the premises described in said Exhibit "B" has joined in this Lease for the purpose of making the rent due the Lessor under this Lease a lien against the premises described in said Exhibit "B", and that said Lessee-Owner is not personally liable for the payment of rent due the Lessor or for any of the terms and conditions of this Lease other than for the purpose of making the Lessor's rent a lien against the premises described in said Exhibit "B". The Lessee-Owner shall have no rights, privileges or duties in and to the demised premises, except as specifically provided in this Lease; however, it is understood and agreed that the giving and granting of the lien described herein is an essential consideration flowing to the Lessor and without which this Lease would not have been made. This lien shall continue for the full term of this Lease and may be enforced and foreclosed in the same manner as mortgages and/or statutory liens are enforced for foreclosed under Florida law.

The Lessee-Association agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Lease - it being understood and agreed that this Lease is for the benefit of the members of the said Lessee-Association, and said Lessee-Association understands and agrees that its undertakings, as set forth in this Lease, is an essential consideration flowing to the Lessor without which this Lease would not have been made.

It is mutually agreed and recognized by and between the Lessor and the Lessee herein that in the event any member of the Lessee-Association is delinquent in the payments required to be made under the terms of this Lease, this shall not preclude the other members of the Lessee-Association from the use of the recreation facilities. It shall be the obligation, however, of the Lessee-Association to enforce the collection of the assessments pertaining to the recreation facilities which are a part of the common expenses of the Condominium.

The members of the Lessee-Association, upon notification of the Lessor, shall make all payments required to be made under the terms of this Lease, including rent and the share of common expenses applicable to this Lease, directly to the Lessor. This right may be exercised as often and for such period of time as the Lessor determines in its sole discretion. The provisions of the preceding paragraph shall not be deemed to preclude the Lessor from terminating and cancelling this Long-Term Lease in the event of an act of default by the Lessee-Association as specifically provided in this Long-Term Lease; however, should said Lease be cancelled, any member of the Lessee-Association who makes payments required to be made under the terms of this Lease as to said member's unit directly to the Lessor and who remains current in making said payments within the time required herein shall have the right to the use of the recreation facilities during such time. Should the Lease be terminated, the payment by unit owners to the Lessor shall be based upon the amount of rent and formula as set forth in this Lease; provided, however, the Lessor shall be the operator of the recreation facilities and shall determine the budget and the total amount of expenses applicable thereto.

The Lessee covenants and agrees with the Lessor that the premises will be used for legal purposes only.

Lease contained shall be construed to be a waiver of any succeeding breach of the same covenant.

B. That time is of the essence in every particular, and particularly where the obligation to pay money is involved.

C. That all arrearages in the payment of rent or in the repayment to the Lessor of any sum which the Lessor may have paid in order to cure a default of the Lessee, or to make emergency repairs (as elsewhere provided for herein) shall bear interest from the date when due and payable at the rate of ten percent (10%) per annum until paid.

D. That no modification, release, discharge or waiver of any provisions hereof shall be of any force, effect or value unless in writing, and signed by the parties who are then Lessor and Lessee.

E. That all covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach to and be binding upon the heirs, executors, administrators, successors, legal representatives and assigns of each of the parties to this Lease.

F. That this instrument contains the entire agreement between the parties as of this date and that the execution hereof has not been induced by either of the parties by representations, promises or understandings not expressed herein, and that there are no collateral agreements, stipulations, promises or understandings whatsoever between the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument.

G. That where, under the terms of this Lease, it is incumbent upon either side to do or perform an act, such act shall be done and performed promptly.

H. The invalidity, in whole or in part, of any covenant, promise or undertaking, or any paragraph, sub-paragraph, sentence, clause, phrase or word, or of any provision of this Lease, shall not affect the validity of the remaining portions thereof.

I. This Lease is to be construed in accordance with the laws of the State of Florida.

J. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value unless in writing, signed by the Lessor.

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

L. This Lease shall be deemed and construed as a "net" Lease and Lessor shall receive all rents and all other payments to be made hereunder by the Lessee, free from any charges, assessments, impositions, expenses or deductions of any kind and of every kind and nature whatsoever.

M. Should the Lessee receive rent due under this Lease from its members and fail to make payment thereof to the Lessor of any installment of rent within ten (10) days of the date the same shall become due, or if the Lessee defaults as to any of the terms and conditions of this Lease to be kept and performed by the Lessee, the Lessor may accelerate the rental due under this Lease for the ensuing twelve (12) months, upon notice thereof to the Lessee, and thereupon, said sum shall be due upon the date stated in the notice, but not less than ten (10) days after the delivery or mailing of such notice to the Lessee. Should a member of the Lessee-Association fail to cause the rent payment due hereunder to be paid to the Lessor; either by failure to pay the same to the Lessee, or by failure of the Lessee to make such payment to the Lessor within

number of Condominium units in the Declaration shall not be increased or decreased, nor shall the designation of each unit by number, as set forth therein, be changed during the term of this Lease without the Lessor's prior written consent.

In order to secure to the Lessor the obligations by the Lessee and its members to the Lessor for the payment of all monies due and to become due herein, the Lessor is hereby given a lien on each Condominium unit, together with its proportionate share in the common elements described in the Declaration which submits to condominium ownership the property described in Exhibit "B" hereto annexed and made a part hereof, together with a lien on all tangible personal property, including furniture, furnishings, fixtures, appliances, equipment and goods now or hereafter located within said Condominium units, and all additions and accretions thereto, except that such lien upon the aforescribed tangible personal property shall be subordinate to prior bona fide liens of record.

The terms "Condominium parcel", "Condominium unit", "unit", "unit owner", "owner of a unit", "parcel owner", "common elements" and "common expenses", and all other terms in this Lease shall be defined as said terms are defined and used in the Declaration of Condominium.

The lien hereinabove granted shall be for the unpaid amount of rent and or pro-rata share of the obligations under this Lease attributable to such unit, together with interest thereon, and all sums advanced and paid by the Lessor for taxes and payments on account of a superior mortgage, lien or encumbrance which may be advanced by the Lessor in order to preserve and protect its lien, and reasonable attorney's fees incurred in the collection and enforcement thereof.

Upon full payment of arrearages, advances as set forth in the preceding paragraph, interest and costs (including attorney's fees), the party making payment shall be entitled to a recordable Satisfaction discharging the lien as to such arrearages, advances, interest and costs only; however, such Satisfaction shall in no way diminish or extinguish the lien hereby created as to any other amounts due or to become due, and said lien shall continue throughout the term. The parties understand and agree that the Lessor's lien, as provided for herein, is a continuing lien and shall be in force and effect during the life of this Lease. The liens hereby given may be foreclosed either in the manner in which a mortgage on real property is foreclosed, or alternately, at the option of the Lessor, in the manner in which statutory liens on real property are foreclosed, or at the further option of the Lessor, by any other remedy available to the Lessor for the foreclosure of said liens.

The term "Institutional First Mortgage", as used herein and throughout the Long-Term Lease, shall mean a First Mortgage upon a single Condominium unit owned by an Institutional Mortgagee as defined in the Declaration of Condominium (Articles I and X). The term "Institutional Mortgage", as used herein and throughout this Long-Term Lease shall mean a Mortgage upon a single Condominium unit owned by an Institutional Mortgagee as defined in the Declaration of Condominium (Articles I and X).

For and in consideration of the granting to the Lessor of the liens hereinabove described, together with the remedies for their enforcement, as hereinabove set forth, the Lessor hereby agrees that it will not terminate or cancel this Lease by statutory summary proceedings, or otherwise, because of the Lessee's failure to pay the sums provided and reserved to be paid hereunder; provided said liens, together with the remedy for their enforcement as hereinabove set forth, remain available to and enforceable by the Lessor.

The lien herein granted shall accrue against each Condominium unit severally and may be enforced against only those Condominium units whose owners have not paid the rent or the pro-rate share of the obligations otherwise attributable to such units. The lien shall be for the amount



common expenses under this Long-Term Lease coming due or which mature under the terms of this Lease subsequent to the date of the final judgment of foreclosure or the date of the delivery of a Deed in lieu of foreclosure as to the applicable Condominium parcel. The foreclosure of a Mortgage encumbering a Condominium unit shall not operate as an extinguishment of this Lease in whole or in part, or as a termination of the Lessor's lien, as aforesaid, as against the entire Condominium property or the Condominium parcel so foreclosed except that said lien shall be foreclosed and unenforceable as against the applicable Mortgagee, its successors and assigns, as to the applicable Condominium parcel with respect to that parcel's rent and share of common expenses under the Long-Term Lease which became due and payable under the terms of this Lease on or before the date hereinabove provided.

The Lessee, its successors and assigns, understands and agrees that the within lease imposes upon it the firm and irrevocable obligation to pay the full rent and other obligations under this Lease and perform the other provisions hereof for the full term of this Lease, except as modified by the paramount provisions in this Article in such situations as set forth herein and as to any Institutional First Mortgagee or Institutional Mortgagee in such situations as provided herein. The provisions set forth in this Article XXIII provide one means of securing to the Lessor the payment of such rent and other obligations under this Lease by the Lessee, including the payment of reasonable attorney's fees and costs which may be incurred in effecting the collection thereof. The means herein set forth shall not be the Lessor's exclusive remedy.

The Lessee-Association's leasehold interest in and to the demised premises described in Exhibit "A" attached hereto and made a part hereof has been and is hereby declared to be acquired pursuant to Florida Statute 718.114. All monies due and to become due under the provisions of this Long-Term Lease including, without limitation, expenses of rent, taxes, assessments, insurance premiums, costs of maintenance and repair, including the operation of said leased premises, and all replacements and undertakings, and such other items as are specified in this Long-Term Lease, are and shall continue to be for the term of this Lease declared to be common expenses of the Condominium being created upon the real property described in Exhibit "B" attached hereto, by virtue of the Declaration of Inum and as common expenses, all monies due or to become due under this Long-Term Lease are part of the costs of maintaining the common elements of said Condominium. This paragraph is modified by the paramount provisions in this Article, where applicable, to any Institutional First Mortgagee or Institutional Mortgagee.

Although the rent and other obligations under this Long-Term Lease are common expenses, as aforesaid, with the same force and effect as common expenses for the costs of maintaining the Condominium property itself - within the category of "common expenses", the priority shall be as follows: - First Priority - rent due under this Long-Term Lease; Second Priority - all obligations under this Long-Term Lease other than rent; Third Priority - cost of maintaining the Condominium property itself, excluding the leasehold. Notwithstanding the right of the Management Firm, and thereafter, the Board of the Lessee Condominium Association, to apply payments by unit owners for common expenses in such manner as they determine in their sole discretion, as provided in the aforesaid Declaration and the Association's By-Laws, the Lessor herein shall have the right, in its sole discretion, to require the Management Firm and the Board to apply any and all payments by unit owners for common expenses in the manner and priority as set forth in this paragraph.

It shall be the duty of the Lessee to assess its unit owners in accordance with the Condominium Act, its Declaration and 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.

The monthly rent under Article III shall increase automatically as of January 1, 1983, to a sum which is determined by multiplying the monthly rent specified in Article III by 10% and adding that sum to the initial monthly rent set forth in said Article III. Each Condominium unit located in the Condominium property described in Exhibit B attached hereto and which is listed in Exhibit A to the Declaration of Condominium to which this Lease is attached shall share said increase in the monthly rent. The initial monthly rent due from each Condominium unit is set forth in Exhibit A to the aforesaid Declaration and each unit's monthly rent shall increase by such an amount as is determined by multiplying the said unit's initial monthly rent by 10% and adding said sum to said unit's initial monthly rent. The new adjusted monthly rent shall be due and payable pursuant to this Lease for each month from and including January 1983 through December 1987. The next rental adjustment shall take place automatically as of January 1, 1988 and the monthly rental due under this Lease for the period of time from and including January 1988 through December 1992 shall be in an amount determined by multiplying the initial monthly rent as set forth in Article III by 20% and adding said sum to the initial monthly rent. Each Condominium unit shall pay its share of the new monthly rental following the same procedure as is provided above. The next rental adjustment shall take place automatically as of January 1, 1993 and the monthly rental due under this Lease for the period of time from and including January 1993 through December 1997 shall be in an amount determined by multiplying the initial monthly rent as set forth in Article III by 30% and adding said sum to the initial monthly rent. Each Condominium unit shall pay its share of the new monthly rental following the same procedure as is provided above. The next rental adjustment shall take place automatically as of January 1, 1998 and the monthly rental due under this Lease for the period of time from and including January 1998 through December 2002 shall be in an amount determined by multiplying the initial monthly rent as set forth in Article III by 40% and adding said sum to the initial monthly rent. Each Condominium unit shall pay its share of the new monthly rental following the same procedure as is provided above. The next rental adjustment shall take place automatically as of January 1, 2003 and the monthly rental due under this Lease for the period of time from and including January 2003 through December 2007 shall be in an amount determined by multiplying the initial monthly rent as set forth in Article III by 50% and adding said sum to the initial monthly rent. Each Condominium unit shall pay its share of the new monthly rental following the same procedure as is provided above. The next rental adjustment shall take place automatically as of January 1, 2008 and the monthly rental due under this Lease for the period of time from and including January 2008 through December 2012 shall be in an amount determined by multiplying the initial monthly rent as set forth in Article III by 60% and adding said sum to the initial monthly rent. Each Condominium unit shall pay its share of the new monthly rental following the same procedure as is provided above. The next rental adjustment shall take place automatically as of January 1, 2013 and the monthly rental due under this Lease for the period of time from and including January 2013 through December 2017 shall be in an amount determined by multiplying the initial monthly rent as set forth in Article III by 70% and adding said sum to the initial monthly rent. Each Condominium unit shall pay its share of the new monthly rental following the same procedure as is provided above. The next rental adjustment shall take place automatically as of January 1, 2018 and the monthly rental due under this Lease for the period of time from and including January 2018 through December 2022 shall be in an amount determined by multiplying the initial monthly rent as set forth in Article III by 80% and adding said sum to the initial monthly rent. Each Condominium unit shall pay its share of the new monthly rental following the same procedure as is provided above. The next rental adjustment shall take place automatically as of January 1, 2023 and the monthly rental due under this Lease for the period of time from and including January 2023 through December 2027 shall be in an amount determined by multiplying the initial monthly rent as set forth in Article III by 90% and adding said sum to the initial monthly rent.

XXVI.

TERMINATION OF CONDOMINIUM OF WHICH THE LESSEE ASSOCIATION  
HEREIN IS FORMED TO CONDUCT AND ADMINISTER THE AFFAIRS

A voluntary or involuntary termination of the Condominium created by virtue of the Declaration shall not terminate this Lease; however, upon the voluntary or involuntary termination of the Condominium aforesaid, the lien of any institutional first mortgagee who is a holder of a mortgage encumbering a Condominium parcel in the Condominium aforesaid shall be superior to the liens of the Lessor and all rights of the Lessor under this Long-Term Lease. All of the provisions of the Declaration relative to this Lease including specifically those provisions relative to the Lessor's approval and consent with regard to voluntary termination of the Condominium and, where required, any Amendment of the Declaration, are hereby declared to be an integral part of the consideration given by the Lessee to the Lessor for this Lease; however, notwithstanding all of the terms and conditions set forth above in this Article, in the event the aforesaid Condominium is voluntarily terminated as a result of "very substantial" damage to the improvements on the Condominium real property, as defined and set forth in Article XII.B.6 of the Declaration, the consent of the Lessor hereunder shall not be required and the liens of the Lessor upon the Condominium parcels in said Condominium, and all the rights of the Lessor under this Long-Term Lease shall continue in full force and effect; however, an Institutional First Mortgagee's mortgage lien encumbering a Condominium parcel shall be prior to the lien of the Lessor as to any common surplus of the Condominium and any proceeds from any and all insurance policies or proceeds from any other source, attributable to said encumbered Condominium parcel.

XXVII.

AMENDMENT OF LONG-TERM LEASE

This Long-Term Lease may be amended by agreement in writing executed by the Lessor and the Lessee-Association, which Amendment shall be duly recorded in the Public Records of the County wherein the demised premises are located and the recording of said Amendment shall also constitute and be deemed to be an Amendment to the Declaration as to the provisions in said Declaration relative to said Long-Term Lease. No Amendment shall change a unit owner's rent under this Long-Term Lease, or the manner of sharing common expenses under this Long-Term Lease, or impair the rights of the unit owners to the use and enjoyment of the recreation area and facilities, without the unit owners so affected and all record owners of mortgages thereon joining in the execution of said Amendment. No Amendment shall change the provisions of this Long-Term Lease with respect to Institutional Mortgagees nor shall any Amendment affect, impair or prejudice the validity, rights and priorities of any mortgages encumbering Condominium parcels in the said Condominium. The provisions of Article VI of this Long-Term Lease and Article XVII of the Declaration as to the Lessor's right to amend said Declaration and this Long-Term Lease shall be deemed paramount to the provisions in this Article.

XXVIII.

AGREEMENTS, ETC., TO BE COVENANTS RUNNING WITH THE LANDS

A. The terms, conditions, provisions, covenants and agreements set forth in this Long-Term Lease shall be binding upon the Lessor and Lessee, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the land - and by "land" is meant the demised premises as well as the premises described in the Declaration.

B. Incorporation of Definitions by Reference: The definitions of the words, terms, phrases, etc., as provided in Article I and Article XIX.T of the Declaration are incorporated herein by reference and made a



CEL IS THE SON OR DAUGHTER OF THE PARCEL OWNER, SUCH PARENT SHALL NOT BE REQUIRED TO PAY ADDITIONAL COMPENSATION FOR USE BY SAID CHILD OF THE RECREATION FACILITIES. WHERE A UNIT OWNER OWNS MORE THAN ONE UNIT, THE FAMILY IN RESIDENCE IN EACH UNIT SHALL BE ENTITLED TO THE USE OF THE RECREATION FACILITIES WHETHER SAID FAMILY IN RESIDENCE BE A LESSEE OF SAID CONDOMINIUM UNIT OR OTHERWISE. WHERE A PARTY OWNS ONE CONDOMINIUM UNIT AND LEASES SAME, THE LESSEE SHALL BE ENTITLED TO THE USE OF THE RECREATION FACILITIES AND SAID LESSEE'S RIGHTS THERETO SHALL BE THE SAME AS THOUGH SAID LESSEE WERE THE UNIT OWNER AND DURING THE TERM OF SAID LEASE, THE UNIT OWNER AND HIS FAMILY SHALL NOT BE ENTITLED TO THE USE OF THE RECREATION FACILITIES.

The transfer of the fee title to each condominium parcel in the Condominium created by virtue of the Declaration, whether voluntary or by operation of law, terminating the Condominium unit owner's membership in the Lessee-Association, shall likewise terminate said Condominium unit owner's rights to the use and enjoyment of the demised premises; it being understood and agreed that the Condominium unit owner's rights and privileges under this Lease are not assignable. The owner of a Condominium parcel identified in this Lease as a member of the Lessee-Association is entitled to the rights and privileges and use of said recreation facilities, except where said Condominium parcel is leased, as provided in the preceding paragraph, and said parcel owner shall be bound by the terms and provisions of this Lease and shall be required to make all payments under the terms of this Lease, and said Condominium parcel shall continue to be subject to the lien hereinbefore provided. The foregoing authority in favor of the Management Firm shall continue as long as the Management Agreement remains in effect, and thereafter, such authority shall vest in the Lessee(s) of the demised premises; subject, however, to Lessor's approval and Lessor's paramount right to determine same.

No mortgage lien or other encumbrance against a Condominium unit or the Condominium property specified in the Declaration 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 on the Lessee-Association's and its members' rights under the terms and provisions hereof.

THE RIGHTS, PRIVILEGES, DUTIES AND OBLIGATIONS OF THE MANAGEMENT FIRM, AS PROVIDED UNDER THIS LONG-TERM LEASE, SHALL CONTINUE AS LONG AS SAID MANAGEMENT AGREEMENT REMAINS IN EFFECT, AND THEREAFTER, SHALL INURE TO THE LESSEE(S) UNDER LONG-TERM LEASE(S) AS TO THE DEMISED PREMISES. WHERE THERE IS MORE THAN ONE LESSEE, EACH LESSEE SHALL BE ENTITLED TO APPOINT ONE PERSON WHO SHALL EXERCISE THE RIGHTS, DUTIES, PRIVILEGES AND OBLIGATIONS DELEGATED TO THE MANAGEMENT FIRM AS TO THE DEMISED PREMISES. THIS PROVISIO SHALL BE CONTROLLING, REGARDLESS OF THE SIZE OR NUMBER OF UNITS THAT SAID LESSEE OWNS OR OPERATES. SAID PARTIES SHALL HAVE THE RIGHT TO DETERMINE AND ASSESS THE BUDGET REQUIRED TO OPERATE AND MAINTAIN THE DEMISED PREMISES AND PAY ITS EXPENSES. SHOULD THE LESSEE BE A CORPORATION, ITS BOARD OF DIRECTORS SHALL DESIGNATE THE PERSON WHO SHALL HAVE THE AUTHORITY PROVIDED HEREIN; HOWEVER, IN THE ABSENCE OF A SPECIFIC DESIGNATION, WHERE SAID LESSEE IS A CORPORATION, THE PRESIDENT OF SAID CORPORATION SHALL BE DEEMED THE PARTY DESIGNATED. EACH LESSEE SHALL HAVE ONE (1) VOTE AND IN THE EVENT OF A DEADLOCK, THE MATTER SHALL BE REFERRED TO THE LESSOR WHO SHALL CAST THE DETERMINING VOTE. THE LESSOR SHALL NOT BE RESPONSIBLE AT LAW OR IN ANY MANNER WHATSOEVER FOR ITS VOTE, AND THE CONSEQUENCES THEREOF, IT BEING UNDERSTOOD AND AGREED THAT THE FOREGOING IS TO PROVIDE AN EXPEDITIOUS WAY OF OVERCOMING A DEADLOCK OF LESSEES.

All of the terms and provisions of this Article XXIX and the paragraphs thereunder shall be limited and deemed amended to comply with the applicable provisions of Chapter 76-222 where such provisions of said Chapter are determined as a matter of law to apply to this Article and the paragraphs thereunder. The delegation of any power and/or duty by the Board or the reservation of any right by any party(s) under this Article XXIX and the paragraphs thereunder and under this Long-Term Lease



XXXII

MISCELLANEOUS

This Long-Term Lease and the terms and provisions thereunder shall be deemed to comply with Section 718.401 of the Florida Statutes under Chapter 76-222. Pursuant to the foregoing, this Lease form was and is intended to be used in the making of all leases of the leased property in accordance with the terms of the Lease. The foregoing applies to the terms and provisions as to this Long-Term Lease under Article XVII of the Declaration. Notwithstanding any of the terms and provisions under this Long-Term Lease and Article XVII of the Declaration, the Condominium Association is the Lessee of said Long-Term Lease and the individual unit owners are not the Lessees under said Long-Term Lease as to the definition of the word "lessee" under F.S. 718.401(6) (a). The unit owners of units in the Condominium created by virtue of the Declaration of Condominium shall have the rights, where applicable, provided in F.S. 718.401(4) and the provisions of the said F.S. 718.401(4) shall be deemed repeated and re-alleged herein as though they were specifically set forth herein. All of the terms and provisions of this Lease shall be limited and deemed amended to comply with the applicable provisions of F.S. 718 et al where such provisions are determined, as a matter of law, to apply to and are paramount to the applicable terms and provisions of this Lease and in this regard, the applicable provisions of the Florida Statutes which are not provided for under this Lease shall be deemed incorporated herein, unless this Lease contains provisions relating thereto, in which case said provisions are paramount to the applicable Florida Statutes unless said provisions are determined as a matter of law to apply to and are paramount to the applicable provisions as set forth in this Lease. The delegation of any power and/or duty by the Board or a reservation of any rights by any party(s) under this Lease, or any terms or provisions under this Lease which is not permitted as a matter of law, including but not limited to Chapter 76-222, and any terms and provisions in this Lease which are determined as a matter of law to be invalid, shall be deemed cancelled and deleted from this Lease with the same force and effect as though same had not appeared herein. The invalidity of any term and provision in this Lease, including but not limited to the delegation of any power and/or duty by the Board or the reservation of any rights by any party(s), as hereinbefore provided under the law, including Chapter 76-222, shall not affect the remainder of this Lease and the remainder of this Lease shall be deemed valid.

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared LUCK AMIE, to me well known to be the person described in and who executed the foregoing instrument as VICEDENT of FPA CORPORATION, a Delaware Corporation, and he acknowledged before me that he executed such instrument as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that same was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this 11 day of DECEMBER, 1978

My Commission Expires:  
Notary Public, Florida, State at Large  
My Commission Expires Aug. 11, 1981  
Bonded thru Jedco Insurance Agency

Notary Public, State of Florida  
at Large



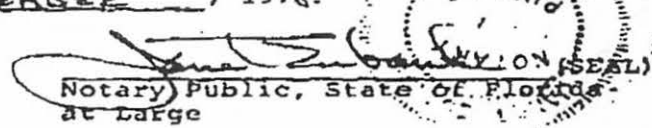
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared Sanford Rissman, to me well known to be the person described in and who executed the foregoing instrument as President of RISSMAN DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged before me that he executed such instrument as such Officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that same was affixed to said instrument by due and regular Corporation authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this 21ST day of DECEMBER, 1978.

My Commission Expires:  
Notary Public, State of Florida, at Large  
My Commission Expires March 11, 1980  
Bonded by American Fire & Casualty Co.

Notary Public, State of Florida  
at Large



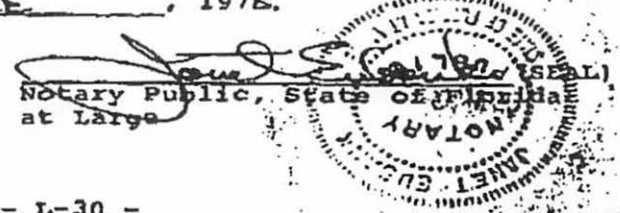
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

BEFORE ME, the undersigned authority, personally appeared Rainey S. Rissman and Joel I. Wolf to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the seal affixed thereto is the Corporate Seal of said Florida Corporation, and that same was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this 21ST day of DECEMBER, 1978.

My Commission Expires:  
Notary Public, State of Florida, at Large  
My Commission Expires March 11, 1980  
Bonded by American Fire & Casualty Co.

Notary Public, State of Florida  
at Large



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EXHIBIT B  
TO  
LONG-TERM LEASE

A portion of Tract "A", OMEGA VILLAS, as recorded in Plat Book 95 at Page 2, of the Public Records of Broward County, Florida, more fully described as follows:

Commencing at the intersection of the Northerly extension of the West line of said Tract "A", and the Westerly extension of the North line of said Tract "A"; thence South 88° 22' 50" East, along the North line of said Tract "A" a distance of 291.55 feet to the Point of Beginning; thence continuing South 88° 22' 50" East, along the said North line, a distance of 319.01 feet; thence South 1° 37' 10" West, a distance of 130 feet; thence North 88° 22' 50" West, a distance of 3.92 feet; thence South 0° 44' 40" West, a distance of 193.01 feet; thence South 89° 15' 20" East, a distance of 7.29 feet; thence South 0° 44' 40" West, a distance of 134.75 feet to a point on the South line of said Tract "A"; thence North 89° 15' 20" West, along the South line, a distance of 305.49 feet; thence North 0° 44' 40" East, a distance of 135.17 feet; thence South 89° 15' 20" East, a distance of 48.29 feet; thence North 0° 44' 40" East, a distance of 146.40 feet; thence North 88° 22' 50" West, a distance of 65.91 feet; thence North 1° 37' 10" East, a distance of 180 feet to the Point of Beginning.

Containing 3.0910 acres, more or less.

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## MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into on the date last appearing in the body of this instrument by and between the Florida Corporation whose name appears at the end of this Agreement as the Management Firm, hereinafter called the "Management Firm", and that certain Florida Corporation not for profit whose name appears at the end of this instrument as the Condominium Association, hereinafter called the "Association", which said terms shall be deemed to extend to and include the legal representatives, successors and assigns of the said parties hereto;

### W I T N E S S E T H:

THAT, WHEREAS, the Association is the Association responsible for the operation of that certain Condominium specified in the Declaration of Condominium to which this Management Agreement is attached, and said Association is desirous of entering into a Management Agreement for the management of said Condominium; and,

WHEREAS, in the Declaration of Condominium and the Long-Term Lease attached thereto, the Association has covenanted that the use by the Association and its members, as a Lessee of the recreation facilities, shall be subject to the rules and regulations promulgated by the Management Firm, and thereafter by the Lessees of said recreation facilities, subject to the approval of the Lessor, and said recreation facilities and the Condominium - the operation of which is the Association's responsibility, are to be at all times under the Management Firm's supervision, operation and control, as provided in said Declaration, the Long-Term Lease, and in this Agreement.

WHEREAS, the Management Firm is desirous of furnishing such management services; and,

WHEREAS, there may be other Lessees in interest as to the recreation facilities who will contract for the services of the Management Firm as to said recreation facilities, and where such Lessee is a Condominium Association, as to the Condominium for which it is responsible;

NOW, THEREFORE, for and in consideration of the mutual premises contained, it is agreed by and between the parties as follows:

1. That the foregoing recitals are true and correct.
2. That the terms, words, phrases, etc., used in this Management Agreement shall be defined as said terms, words, phrases, etc., are defined and used in the Condominium Act, or in the Declaration or in the Long-Term Lease.
3. The Association does hereby employ the Management Firm as the exclusive Manager of the Condominium property and the recreation facilities; and the Management Firm hereby accepts such employment.
4. The term of this Agreement shall commence as of the date hereof through January 1, 1982, provided, however, that the Management Firm may, upon sixty (60) days' written notice given to the Association, terminate and cancel this Agreement as of the last day of such month as is specified in the Notice of Cancellation.
5. The Management Firm, to the exclusion of all persons, including the Association and its members, shall have all the powers and duties of the Association as set forth in the Declaration, the Long-Term Lease and the By-Laws of the Association (except such thereof as are specifically required to be exercised by its Directors or members) and shall perform by way of illustration and not of limitation, the following services:-



shall be required of it. Any auditor employed by the Association to inspect the records as herein provided is subject to the Management Firm's approval as to said auditor. The consent of the Management Firm to an independent auditor shall not be unreasonably withheld.

(I) Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it in its capacity as Management Firm, and the disbursement thereof. Such records shall be kept at the office of the Management Firm and shall be available for inspection by an expert employed by and at the cost and expense of the Association and at such reasonable time as the Management Firm may agree to; however, said request for inspection cannot be made more than once in any calendar year. The Management Firm shall perform a continual internal audit of the Management Firm's financial records relative to its services as Manager for the purpose of verifying same, but no independent or external audit shall be required of it. Any auditor employed by the Association to inspect the records as herein provided is subject to the Management Firm's approval as to said auditor; however, such approval shall not be unreasonably withheld.

(J) The Operating Budget for each fiscal or calendar year as to the Condominium and the recreation facilities shall be determined by the Board subject, however, to the provisions of the applicable Declaration, By-Laws and Long-Term Lease. If the Board fails to prepare a new Budget for the next period, the Management Firm is authorized to prepare same based upon the expenses for the current period. The Management Firm shall submit to the Association estimated income and expenses of the Condominium for the current period and the Management Firm's recommendation as to the expenses for the next period in sufficient time to permit the Board to determine the new Budget. Should an increase in assessments be required or a special assessment be required during the year, the same shall be determined and made by the Board and the Management Firm shall bill and collect same; however, if the Board fails to act in this regard forthwith upon notice by the Management Firm, the Management Firm is hereby authorized to act on behalf of the Board. The assessment as to each member of the Association shall be made payable as the Management Firm shall direct and the Management Firm shall have the right to designate such member or members of the Association or the Association itself, as it determines, to collect said assessments on behalf of the Management Firm and deliver same to it. The Management Firm shall not be responsible for obtaining the best price available as to any service, material or purchase but shall with impunity purchase or contract for same with such person or party as it deems advisable and in the best interests of the Association and the Management Firm without the necessity of obtaining the best price. Notwithstanding the foregoing, the Operating Budget and the assessments for common expenses and special assessments for common expenses shall be adopted and determined pursuant to F.S. 718.112(2)(f) and the applicable provisions of Article X of the Declaration and Article VI of the By-Laws.

(K) Deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a special bank account or accounts of the Management Firm in banks and/or savings and loan associations in the State of Florida with suitable designation indicating their source, separate from or co-mingled with similar funds collected by the Management Firm on behalf of other condominiums or entities which the Management Firm manages. The Management Firm may deposit all funds collected from the Association's members in an account opened and controlled by the Management Firm in the name of the Association.

(L) May cause a representative of its organization to attend meetings of the unit owners and of the Board; however, it is understood and agreed that the Minutes of all Association meetings, whether of unit owners or of the Board, shall be taken by the Association's Secretary and possession of the Minutes Book shall be in the custody of said Secretary who shall always be responsible for preparing and furnishing notices of

(R) Exercise such powers and rights delegated to it under the terms and provisions of the Declaration and all Exhibits thereto.

(S) If maintenance of the Condominium referred to in the Declaration, or any portion thereof, including any unit, units and/or the common elements, is required due to loss by Act of God or other cause, which is other than normal wear and tear, and which loss is less than "very substantial", as defined in the Declaration, then in such event the Management Firm shall undertake to repair and restore said loss. The Management Firm shall be authorized and empowered to determine, assess, charge and levy the costs of repairing and restoring such loss among the unit owners in such proportions as it deems advisable, pursuant to Article XII.B.5(e) of the Declaration, notwithstanding the fact that said loss or damage was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the costs of the Management Firm's personnel and overhead, materials and equipment, and any and all other contractors, sub-contractors or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration in such proportions as hereinbefore set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from insurance proceeds, where such are received, and then from assessments collected, and should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the unit owners, as provided in Article XII of the aforesaid Declaration.

If restoration and repair of the recreation area and facilities is required, due to loss by Act of God or other causes which are other than normal wear and tear, the Management Firm, as required under the Long-Term Lease as to the recreation facilities, shall undertake to repair and restore said loss. The Management Firm shall be authorized and empowered to determine, assess, charge and levy the costs of repairing and restoring such loss among the Lessee(s) of the recreation facilities and their members in such proportions as it deems advisable, pursuant to the requirements for same as specified in the Declaration, notwithstanding the fact that said loss or damage was or was not covered by insurance, and said total assessment shall be equal to the cost of said repair, which shall include the cost of the Management Firm's personnel, overhead, materials and equipment, and any and all contractors, sub-contractors or materialmen, as required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repairs and restoration in such proportions as hereinbefore set forth in this paragraph. The first monies disbursed for same shall be from insurance proceeds, where such are received, and then from assessments collected. Should there be a surplus of insurance funds, it shall be disbursed to the Lessor, as provided under the Long-Term Lease, and if there is a surplus of assessments, it shall be disbursed to and on behalf of the Lessee(s) of the recreation facilities and their members, in the same manner as said parties share the expenses, excluding rent, as to the recreation facilities, as provided in the Declaration. All repairs and restoration shall be made pursuant to the applicable provisions of the Long-Term Lease.

6. Notwithstanding the terms of this Agreement, the Management Firm shall have the right as it determines to retain all or such portion of the late charge and interest due on assessments as provided in the Declaration and all Exhibits, and shall have the further right as it determines to retain all or such portion of the application fee for approval in connection with transfers or leasing of Condominium units; however, although the Management Firm's approval to such transfer or lease is required, it shall not be obliged to the Association to investigate applications for such transfers or leases, and it shall be the duty and responsibility of the Association to undertake such independent investigation as it deems necessary to investigate and approve or disapprove of all applications for transfers or leases. The sums paid to the Management Firm under the provisions of this paragraph shall be over and above the Management Firm's fee under the Management Agreement as hereinafter set forth.

duced by the said Association's share of the costs and expenses of the Management Firm in the employment of attorneys-at-law, to the end and extent that the Management Firm shall not directly or indirectly recover any compensation fee or profit on the charges and fees of such professional. The Management Firm's fee from the said Association and its members shall commence as of the first or fifteenth day of the month, whichever is sooner, following the filing of the Declaration in the Public Records of the County in which said Condominium is located.

14. The Association whose name appears at the end of this instrument shall not interfere or permit, allow or cause any of its Officers, Directors or Members to interfere with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

15. The parties recognize that the Management Firm may be performing similar services to the services performed hereunder for other Condominium Associations and entities and will be administering, operating, managing and maintaining recreation facilities, and to require the Management Firm to cost account with regard to each Condominium and entity and between the Association whose name appears at the end of this instrument and other persons in interest as to other properties managed by the Management Firm would substantially increase the costs of administration hereunder, the burden of which is said Association's and its members, in part. Accordingly, the Management Firm is hereby granted the power to allocate to the Association whose name appears at the end of this Agreement and its members, in accordance with the provisions of the Declaration, its and their appropriate and fair share of such costs and expenses as are general; and as to those which are not general, to charge the same to the appropriate party(s) on such weighted basis as the Management Firm deems fair and equitable.

16. The Management Firm shall not be liable to the Association whose name appears at the end of this instrument and its members for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Condominium specified in the Declaration and the recreation facilities from any cause whatsoever, unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

17. The Management Firm may assign this Agreement, as long as the Assignee agrees in writing to assume and perform the terms and covenants of this Agreement, and upon such assumption, the Management Firm shall be released from any and all obligations hereunder. Said Assignment shall be duly recorded in the Public Records of the County wherein the recreation facilities are located and notice of same, together with an executed duplicate of said Assignment shall be delivered to the said Association by certified mail or its equivalent. The Management Firm may also subcontract all or portions of its duties and powers under this Management Agreement.

18. The Association whose name appears at the end of this instrument, on behalf of its members, may assign its right, title and interest in and to this Agreement to another Condominium Association operating and existing under the laws of Florida; however, said Assignment shall not be valid unless and until the Assignee thereunder expressly assumes and agrees, in writing, to perform each and every covenant and term of this Agreement. The said Assignment shall be duly recorded in the Public Records of the County wherein the recreation facilities are located and an executed duplicate of said Assignment shall be delivered to the Management Firm and the Lessor under the recreation facilities' Lease by certified mail or its equivalent.

19. The Management Firm shall be authorized to assess a Condominium unit owner for those items of special assessments as set forth in the



25. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

26. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value unless in writing, signed by the parties to this Agreement, i.e., the Management Firm and the Association whose name appears at the end of this Agreement, or their respective successors or assigns.

27. All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the recreation facilities and with the lands described and submitted to Condominium ownership in the Declaration, and the same shall attach to and be binding upon the Management Firm, its successors and assigns, and the Association whose name appears at the end of this instrument, its successors and assigns, and the present and future owners of the aforesaid Condominium, and their heirs, personal representatives, successors and assigns.

28. This instrument, together with the Declaration and Exhibits, including this Agreement, constitute the entire agreement between the parties hereto as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

29. The invalidity in whole or in part of any covenants, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement or the Exhibits attached hereto, and the Declaration and Exhibits shall not affect the validity of the remaining portions thereof. The provisions of this Agreement shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated herein.

30. The terms "recreation area(s) and facilities", "recreation area(s)", "recreation area", "recreation facilities" and "leased premises" as used in this Agreement shall mean the demised premises described in the Long-Term Lease attached to the Declaration, unless the context otherwise requires. The terms "Lessor" and "Lessee Association" and "Lessee", where used throughout this Agreement, shall have the same meaning as defined in the Long-Term Lease.

31. The words "Lessor", "Lessee", "Lessee-Association", "member(s)", "unit owner(s)" and "parcel owner(s)", wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term "Condominium parcel" or "Condominium unit", or "unit" or "parcel" and the owners thereof shall be defined pursuant to the Declaration, and same are Condominium parcels and/or units of such Condominium as is created by the aforesaid Declaration.

32. When either party hereto and the Association's members desire to or are required to give notice unto the other or others in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members and the Management Firm as provided in the Declaration.

33. If the Association whose name appears at the end of this instrument or its members shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, then the Management Firm - fifteen (15) days after having given written notice to said Association of said default by delivering said notice to any Officer of the Association, or in their absence, to any member of said Association, may declare this Agreement in default un-

Tami Bowles  
Karen Schenker

OMEGA VILLAS CONDOMINIUM ASSOCIATION  
INC.

Rainey S. Rissman  
Rainey S. Rissman, President

ATTEST:

Joel T. Wolf  
Joel T. Wolf, Secretary

(LESSEE-ASSOCIATION)

THE UNDERSIGNED, as the Lessor under the Long-Term Lease attached to the Declaration as Exhibit No. 4, HEREBY APPROVES AND CONSENTS TO THIS AGREEMENT.

Signed, sealed and delivered in the presence of:

Tami Bowles  
Karen Schenker  
Tami Bowles  
Karen Schenker  
Tami Bowles  
Karen Schenker  
Tami Bowles

F P A CORPORATION

BY: X Harold Stulpe  
Harold Stulpe, President

Rainey Rissman  
Rainey Rissman

Sanford Rissman  
Sanford Rissman

RISSMAN DEVELOPMENT CORPORATION  
a Florida corporation

BY: Sanford Rissman  
Sanford Rissman, President

(LESSOR)

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

BEFORE ME, the undersigned authority, personally appeared Sanford Rissman, to me well known to be the person described in and who executed the foregoing instrument as President of OMEGA MANAGEMENT CORPORATION, a Florida corporation, and he acknowledged before me that he executed such instrument as such officer of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that same was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this 21<sup>st</sup> day of DECEMBER, 1978

My Commission Expires:

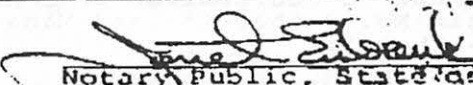
Notary Public, State of Florida at Large  
My Commission Expires March 11, 1980  
Bonded by American Fire & Casualty Co.

James E. Sisk  
Notary Public, State of Florida

STATE OF FLORIDA       )  
                              ) SS:  
COUNTY OF BROWARD     )

BEFORE ME, the undersigned authority, personally appeared Rainey S. Rissman and Joel I. Wolf, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not for profit, and they severally acknowledged before me that they executed such instrument as such officers of said corporation, and that the seal affixed thereto is the corporate seal of said Florida corporation, and that same was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this 21<sup>ST</sup> day of DECEMBER, 1978


  
Notary Public, State of Florida  
at Large

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires March 11, 1980  
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA       )  
                              ) SS:  
COUNTY OF BROWARD     )

BEFORE ME, the undersigned authority, personally appeared Sanford Rissman, to me well known to be the person described in and who executed the foregoing instrument as President of RISSMAN DEVELOPMENT CORPORATION, a Florida corporation, and he acknowledged before me that he executed such instrument as such officer of said corporation, and that the seal affixed thereto is the corporate seal of said Florida corporation, and that same was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, at the County and State aforesaid, this 21<sup>ST</sup> day of DECEMBER, 1978

  
Notary Public, State of Florida  
at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires March 11, 1980  
Bonded by American Fire & Casualty Co.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
R. R. KAUTH  
COUNTY ADMINISTRATOR



3. That the Management Agreement which is Exhibit No. 5 to the aforescribed Declaration of Condominium, is hereby amended to include the Exhibit "A" which is attached hereto.

4. That in all other respects, the aforescribed Declaration of Condominium, together with Exhibits attached thereto, shall remain in its original form as recorded, and in full force and effect, except as amended by this Amendment to the Declaration of Condominium, the Long-Term Lease and the Management Agreement.

OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, by its execution of this Amendment instrument, through its President and Secretary, hereby certify that said Amendment was duly adopted pursuant to the Declaration of Condominium of OMEGA VILLAS 2, A CONDOMINIUM, and the By-Laws of OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., and said President and Secretary were duly authorized and directed to execute this Amendment to Declaration of Condominium, Long-Term Lease, i.e., Exhibit No. 4 thereto, and Management Agreement, i.e., Exhibit No. 5 thereto.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed individually, and in their name by their proper Officers, and their Corporate Seals affixed, this day of January, 1979.

Signed, sealed and delivered in the presence of:

Karen Schneider  
Sanford Rissman

Weyand W. MacGee

Sanford Rissman  
Karen Schneider  
(Witnesses as to Rainey Rissman, Sanford Rissman and Rissman Development Corporation).

Weyand W. MacGee

Karen Schneider  
Sanford Rissman

RISSMAN DEVELOPMENT CORPORATION

By: Sanford Rissman (Seal)  
SANFORD RISSMAN, President

FPA CORPORATION

By: Thor Amlie (Seal)  
THOR AMLIE, President  
(DEVELOPER)

Rainey Rissman (Seal)  
RAINEY RISSMAN  
Sanford Rissman (Seal)  
SANFORD RISSMAN

RISSMAN DEVELOPMENT CORPORATION

By: Sanford Rissman (Seal)  
SANFORD RISSMAN, President

FPA CORPORATION

By: Thor Amlie (Seal)  
THOR AMLIE, President  
(LESSOR)

OMEGA MANAGEMENT CORPORATION

By: Sanford Rissman (Seal)  
SANFORD RISSMAN, President  
(MANAGEMENT FIRM)

WITNESS my hand and official seal, at the State and  
County aforesaid, this 9th day of January, 1979.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 14 1981  
RECORDED THIS 10th DAY OF JANUARY 1979

Richard S. D. [Signature]  
NOTARY PUBLIC

State of Florida at Large



STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss:

BEFORE ME, the undersigned authority, personally ap-  
peared RAINEY RISSMAN and JOEL I. WOLF, as President and Sec-  
retary respectively of OMEGA VILLAS CONDOMINIUM ASSOCIATION,  
INC., a Florida Corporation not for profit, and they acknow-  
ledged to and before me that they executed the above Amend-  
ment instrument as such Officers of said Corporation, and that  
the Seal affixed thereto is the Corporate Seal of said Corpor-  
ation, and same was affixed to said instrument by due and regu-  
lar Corporate authority, and that said instrument was duly auth-  
orized and executed for the purposes therein expressed.

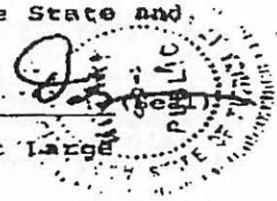
WITNESS my hand and official seal, at the State and  
County aforesaid, this 9th day of January, 1979.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 14 1981  
RECORDED THIS 10th DAY OF JANUARY 1979

Richard S. D. [Signature]  
NOTARY PUBLIC

State of Florida at Large



RECORDED  
FEB 7 1979  
FEB 23 1979

BY - LAWS  
OF  
FLORIDA NON-PROFIT CORPORATION

ARTICLE I. IDENTITY

The following By-Laws shall govern the operation of the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

The Association whose name appears at the end of this instrument is a Florida Corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation) the Condominium created by the Declaration of Condominium to which these By-Laws are attached.

Section 1. The office of the Association shall be at the Condominium property or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. 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.

Section 3. As used herein, the word "Corporation" shall be the equivalent of "Association", as defined in the Declaration to which these By-Laws are attached. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration to which these By-Laws are attached. As used herein and in the Declaration to which these By-Laws are attached and the other Exhibits to said Declaration, the terms "Board of Directors" and "Board of Administration" are synonymous.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Condominium units in Condominium(s) wherein this Corporation has been designated the Association to operate and administer said Condominium by virtue of the Declaration of said Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "voting member".

Any application for the transfer of membership or for a conveyance of an interest in, or to encumber or lease a Condominium parcel, where the approval of the Board and of the Management Firm is required, as set forth in these By-Laws and the Declaration, shall be accompanied by an application fee in an amount to be set by the Board to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred.

Section 2. Voting.

(a) The owner(s) of each Condominium unit shall be entitled to one (1) vote for each Condominium unit owned. If a Condominium unit owner owns more than one (1) unit, he shall be entitled to vote for each unit owned. The vote of a Condominium unit shall not be divisible.

- B-1 -

EXHIBIT NO. 2

EXHIBIT B TO OFFERING CIRCULAR

REC 7638  
MAR 809



Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof to each unit owner of record at least fourteen (14) but not more than thirty (30) days prior to such meeting, and to post at a conspicuous place on the property a copy of the notice of said meeting at least fourteen (14) days prior to said meeting. The provisions of this Section, where applicable, shall be modified by the paramount provisions of F.S. 718.112(2)(f) and F.S. 718.301(1) and (2). Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed to or served at the address of the unit owner as it appears on the books of the Association and posted as hereinbefore set forth, provided however, that notice of an annual meeting shall be mailed in accordance with F.S. 718.112(2)(d).

Section 3. Annual Meeting. The annual meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board shall determine. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited) a Board of Directors and shall transact such other business as may have been stated in the notice for said meeting.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board or at the request in writing of voting members representing twenty-five percent (25%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof. The provisions of this Section, where applicable, shall be modified by the paramount provisions of F.S. 718.112(2)(f) and F.S. 718.301(1) and (2).

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4ths) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, Notice of such action shall be given to all members unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a unit is owned jointly by a husband and wife and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

Section 8. The Management Firm, as long as the Management Agreement remains in effect, and the Lessor under the Long-Term Lease shall be entitled to notice of all Association meetings and shall be entitled to attend the Association's meetings and they may designate such person(s) as they desire to attend such meetings on their behalf.

meeting of the members to recall a Director or Directors may be called by ten (10%) percent of the members giving notice of the meeting as required for a special meeting of members and the notice shall state the purpose of the meeting.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board, unless excused by resolution of the Board shall automatically constitute a resignation effective when such resignation is accepted by the Board. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his unit by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board.

Section 6. Regular Meetings. The Board may establish a schedule of regular meetings to be held at such time and place as the Board may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for the meeting, and notices of such meetings shall be posted conspicuously on the Condominium property at least forty-eight (48) hours in advance of such meetings except in the case of an emergency.

Section 7. Special Meetings. Special meetings of the Board may be called by the President, and in his absence, by the Vice-President or by a majority of the members of the Board by giving five (5) days notice in writing to all of the members of the Board of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting and a copy of same shall be posted conspicuously on the Condominium property at least forty-eight (48) hours in advance of such meetings except in the case of an emergency.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice.

mittee(s) shall keep regular Minutes of their proceedings and report same to the Board, as required. The foregoing powers shall be exercised by the Board or its contractor or employees, subject only to approval by unit owners when such is specifically required.

Section 13. Proviso. The delegation of any power and/or duty by the Board to the Developer and/or Management Firm and/or other party under the Condominium documents which is not permitted as a matter of law, including but not limited to, Chapter 76-222, shall be deemed cancelled and such delegation or delegations as they appear in the Condominium documents shall be deemed to be deleted therefrom with the same force and effect as though said delegation of power and/or duty had not appeared therein, and such delegation shall not affect the validity of the applicable Condominium document(s). The invalidity of any delegation of a power and/or duty by the Board, as hereinbefore provided, under the law, including Chapter 76-222, shall not affect the remainder of the applicable Condominium document(s) and the remainder of said document(s) shall be deemed valid.

#### ARTICLE V.

#### OFFICERS.

Section 1. Elective Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board. One person may not hold more than one of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice-President shall be members of the Board. Notwithstanding the foregoing, the restriction as to one person holding only one of the aforementioned offices or the President and Vice-President being members of the Board shall not apply as long as the Developer is entitled to elect all or a majority of the Board as hereinbefore provided.

Section 2. Election. The Officers of the Association designated in Section 1 above shall be elected annually by the Board at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers and such other Officers as the Board deems necessary.

Section 4. Term. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any Officer elected or appointed by the Board may be removed at any time, with or without cause, by the Board provided, however, that no Officer shall be removed except by the affirmative vote for removal by a majority of the whole Board (e.g., if the Board is composed of five persons, then three of said Directors must vote for removal). If the office of any Officer becomes vacant for any reason, the vacancy shall be filled by the Board.

Section 5. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board.

Section 6. The Vice-President. He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of the Association.

Section 7. The Secretary. He shall issue notices of all Board meetings and all meetings of unit owners; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.



costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, expenses under the Long-Term Lease, and any other expenses designated as common expenses from time to time by the Board, or under the provisions of the Declaration and the Long-Term Lease. The Board is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the common elements and limited common elements of the Condominium and recreation facilities subject, however, to the provisions of the Long-Term Lease. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses, as provided in the Declaration. Said assessments shall be payable monthly or quarterly in advance as determined by the Board and shall be due on the first day of the applicable month, as determined by the Board unless otherwise ordered by the Board. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board. All funds due under these By-Laws, the Long-Term Lease and the Management Agreement and the Declaration are common expenses of this Condominium.

(b) When the Board has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each unit owner, a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Association and upon request said Treasurer shall give a receipt for each payment made to him.

(c) The Board shall adopt an operating budget for each fiscal year pursuant to these By-Laws, the Declaration and all Exhibits pursuant to F.S. 718.112(2)(f).

Section 5. Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund as determined by the Management Firm, and thereafter, by the Board. All assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, and rent under the Long-Term Lease, as provided herein and in the Declaration, and general or special assessments in such manner and amounts as the Management Firm, and thereafter, as the Board determines in their sole discretion. The Management Firm may co-mingle the Association's funds with the funds of others for whom it is acting as Manager.

Section 6. Acceleration of Assessment Installments upon Default. If a unit owner shall be in default in the payment of an installment upon any assessment, the Management Firm or the Board may accelerate the remaining installments for one (1) year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the unit owner.

Section 7. During the term of the Management Agreement, the Management Firm shall render to the Association a statement for each fiscal year no later than four months next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. During the term of the Management Agreement, the Association may conduct an external audit by an independent auditor acceptable to the Management Firm at such reasonable time as the Management Firm shall agree to, provided however, said request for inspection is not made more than once in any fiscal year and provided that the cost and expense of same is borne by the Association. Upon the termination of the Management Agreement, an audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such Accountant as the Board determines and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall