

*To
John*

April
a garden condominium *mIST*



John

DECLARATION OF CONDOMINIUM OF
APRIL MIST, A CONDOMINIUM
BROWARD COUNTY, FLORIDA

ARTHUR I. SNYDER, Trustee, and ALEX SCHOEM, herein called the "Developer", make the following declaration:

1. Purpose. The purpose of this Declaration is to submit the lands described and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes herein called the "Condominium Act". Except where permissive variances therefrom appear in this Declaration, the annexed By-Laws, or the Charter of April Mist Association, Inc., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 711, supra, including the definitions therein contained, are adopted herein by express reference as if set forth in haec verba and said statute as amended from time to time and this Declaration, the annexed By-Laws, and the Charter of said corporation, as lawfully amended from time to time, shall govern this condominium and the rights, duties and responsibilities of owners of condominium parcels therein.

2. Name. The name by which this condominium is to be identified is "APRIL MIST", a Condominium.

3. Property Submitted to Condominium Form of Ownership. The following property is hereby submitted to the condominium form of ownership.

(a) The Land. The lands, owned by the Developer, lying and being situate in Broward County, Florida, as more particularly set forth in Exhibit A attached hereto, which lands are herein called the "land".

(b) Easements. The easements, set forth in Exhibit B attached hereto, herein called the "easements", which are appurtenant to the land and, in part, upon the land.

(c) 99-Year Recreational Lease. The rights and estate of the Association as Lessee under that certain lease attached hereto as Exhibit C, herein called "99-Year Recreational Lease".

4. Definitions. For all purposes in this Declaration and for all purposes in the articles of incorporation and by-laws of APRIL MIST ASSOCIATION, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:

A. Condominium Unit - The unit being an apartment space, designated "condominium unit" on the sketch of survey and (plans attached hereto and marked Exhibit D.

B. Common Elements - Common elements shall include: (1) the condominium property not included in the units and in the limited common elements; (2) tangible personal property required for the maintenance and operation of the common elements and limited common elements even though owned by the Association; (3) the 99-Year Recreational Lease; and (4) other items as stated in the Condominium Act.

Each condominium unit is identified by a number as shown on the plans attached hereto as Exhibit D and made a part hereof, so that no unit bears the same designation as does any other unit.

6. Easements. Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium:

(a) Utilities - As may be required for utility services in order to adequately serve the condominium and to adequately serve lands (other than the condominium property) now or hereafter owned by the Developer and/or the Lessors under the 99-Year Recreational Lease which are adjacent to or in the vicinity of the condominium property; provided, however, easements through a unit shall only be according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the unit owner.

(b) Pedestrian and Vehicular Traffic - For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the condominium property except as set forth in Exhibit D.

(c) Access by Private Road - Ingress and egress to the land shall be by private road over the lands described in Exhibit B, part of which are the lands of the condominium. Said private road shall service and be subject to use by other lands in addition to the lands of the condominium. The share of the condominium in the expense of maintenance and repair of such private road is a common expense.

7. Common Elements. Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in the Florida Condominium Act, Section 6, the following items:

A. An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

B. An undivided share in the common surplus.

C. Cross-easements for ingress, egress, support, maintenance, repair, replacement and utilities.

D. Easements or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or re-building which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

E. Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which it or he owns. The Developer shall be deemed an owner of each unsold condominium unit. Failure by all owners of any single condominium parcel to file the aforementioned written, sworn statement with the secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of voting members who are all to be elected annually by the voting members.

The Association shall have all of the powers and duties reasonably necessary to operate the condominium, as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory and use interest in lands or facilities, including but not limited to recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of unit owners and to declare the expenses of rental, membership fees, operations, replacements, and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by unit owners and such other provisions not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of the condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by the Declaration or by the By-Laws to have the approval of the Board of Directors or the membership of the Association.

11. Maintenance. The responsibility for the maintenance of the condominium unit shall be as follows:

A. By the Association - The association shall maintain, repair and replace at the Association's own expense:

(1) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to the outside walls of the building, and load bearing columns.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, but not to any other mortgage. The Association shall maintain a register of institutional first mortgages and shall give such mortgagees notice, in writing, of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage.

If the mortgagee of a first mortgage of record, or the lessor of the aforescribed 99-Year Recreational Lease, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or of the pledge held by the lessor of the 99-Year Recreational Lease, or by voluntary conveyance in lieu of such foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure of voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of condominium parcels, including such acquiror, his successors and assigns.

14. Insurance. The insurance which shall be carried upon the condominium property and the property of the condominium parcel owners shall be governed by the following provisions:

A. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their mortgagees, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. Condominium parcel owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. Coverage:

(1) Casualty - All buildings and improvements upon the land and all personal property included in the condominium property, other than personal property owned by condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value excluding foundation and excavation cost as determined annually by the insurance company. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to vandalism and malicious mischief.

(2) Public Liability - Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to hired automobiles and non-owned automobile coverages and with gross-liability endorsements to cover liabilities of the condominium parcel owners as a group to a condominium parcel owner.

(3) Workmen's Compensation - Workmen's compensation to meet the requirements of law.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance and payment bond, and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the contractor, which contract shall be subject to the prior written approval of the escrow agent.

(c) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the paragraph above, and the condominium project may be terminated only as provided in Article 25 hereof.

G. If the majority of the voting members vote against levying the special assessment referred to above and vote to abandon the condominium project, same shall be abandoned subject to the provisions of Article 25 hereof. As evidence of the members' resolution to abandon, the president and secretary of the Association shall effect and place in the Public Records of the County of Broward an affidavit stating that such resolution was properly passed, to which a copy of the consent of the unit owners and holders of all liens shall be affixed.

H. Under all circumstances the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements.

15. Obligations of Members. In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall:

A. Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner.

B. Not keep pets or other animals in his unit or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It is the intent of the Developer that said written approval will not be withheld for small animals. In the event written approval as aforescribed is obtained by the unit owner, then and in such an event, the unit owner will be required to be sure that the animal is always kept under a leash. In no event shall the animal be allowed to enter the recreational area and/or to cause a nuisance or disturbance of any kind or nature.

16. Conveyances, Sales, Rentals, Leases and Transfers.

In order to insure the community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner shall be subject to the following provisions:

A. Conveyances, Sales and Transfers - Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association in writing of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within ten (10) days, the Board of Directors of the Association shall either approve or disapprove of a proposed sale, transfer or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors shall fail to approve or disapprove of a proposed sale within said ten (10) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapproves the proposed sale, conveyance or transfer, and if a member still desires to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the secretary of the Association of his intention to sell, convey or transfer on a certain date, together with the bona fide price and other terms thereof, and the Association shall promptly notify the members of the Association of the date, price and terms. Any member shall have the first right over the prospective purchaser to accept such sale or transfer at the bona fide price and on the terms contained in the notice, provided that they so notify the secretary of the Association in writing of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforesaid, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the bona fide price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association accepting his price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the day of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended, and immediately after such reimbursement, said purchaser or transferee shall convey all of his right, title and interest to the member or members making the redemption.

and conditions as those contained in said bona fide offer. If Association does not, within fourteen (14) days after notice to it from the owner, exercise its right of first refusal herein granted, the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee as hereinabove stated. If the Board of Directors of the Association shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by said Board of Directors.

C. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

D. Notwithstanding anything to the contrary herein, the provisions of this Article shall not be applicable to transfers to mortgagees or to the lessor of the 99-Year Recreational Lease, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such mortgagee or lessor under the 99-Year Recreational Lease becomes an owner, nor to any sale or lease by such mortgagee or lessor under the 99-Year Recreational Lease to a third party.

E. That as long as Developer owns one or more of the condominium parcels established and described hereunder, it shall be subject to the provisions of this Declaration and the exhibits attached hereto. However, notwithstanding anything to the contrary, the provisions of this Article shall not be applicable to transfers, sales or leases by Developer or the Association and accordingly, both Developer and the Association shall have the right and privilege to sell or lease any condominium parcel owned by it without having to secure any prior approval for said sale or lease.

F. In case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association shall, 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 owners of the condominium parcel. If the Board of Directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of this enabling declaration and the by-laws of the Association. If,

In order to secure the faithful performance of the Association's obligation to the Lessor Group under the said 99-Year Recreational Lease and in order to secure the unit owners obligation to pay his common expenses of the subject condominium, each unit owner shall pledge his full interest in the subject condominium in favor of the said lessor. A copy of the said Pledge Agreement required to be executed by each unit owner of the condominium is attached hereto and made a part hereof as though set out in full and marked as Exhibit G.

It is specifically recognized that some or all of the persons comprising the original Board of Directors and the officers of the Association are Lessors under the 99-Year Recreational Lease, and that such circumstances shall not, and cannot, be construed or considered as a breach of their duties to the Association nor as possible grounds to invalidate such lease in whole or in part.

Whenever any of the provisions of this 99-Year Recreational Lease and/or this Declaration shall be in conflict, the provisions of the 99-Year Recreational Lease shall be controlling.

Each unit owner, his heirs, successors and assigns, shall be bound by said 99-Year Recreational Lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including, but not limited to:

- (a) Adopting, ratifying, confirming, and consenting to the execution of the lease by the Association as lessee;
- (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 lease;
- (c) Ratifying, confirming and approving each and every provision of said lease and acknowledging that all of the terms and provisions thereof, including rental reserved, are reasonable; and
- (d) Agreeing that the persons acting as directors and officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association.

19. Management Agreement. APRIL MIST ASSOCIATION, INC., the condominium association, has entered into an agreement with FOREVER APRIL MANAGEMENT COMPANY, a Florida corporation, a copy of which is attached hereto as Exhibit H and made a part hereof as though it were set out in full. Each unit owner, his heirs, successors and assigns, shall be bound by said management agreement to the same extent and effect as if he had executed said 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, including manager's fee, are reasonable; and
- 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. It

B. That no Amendment shall be made increasing or decreasing unit owner's percentage of ownership in the common elements as hereinabove stated, nor decreasing or increasing a unit owner's liability for common expenses, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the Amendment.

25. Termination. The condominium may be terminated in the following manner:

A. Agreement - The termination of the condominium may be effected by unanimous agreement of the condominium parcel owners, mortgagees holding mortgages on said units and of the then holder of the Lessor's interest under the 99-Year Recreational Lease, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

26. Covenants. All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

27. Invalidation and Operation. Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel whether by judgment, court order, or statute, shall in nowise affect any of the other provisions which shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

28. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 711 of the Florida Statutes, as amended.

IN WITNESS WHEREOF, ARTHUR I. SNYDER, Trustee, and ALEX SCHOEM, have caused these presents to be signed in their names this _____ day of July, 1967.

Witnesses:

ARTHUR I. SNYDER, Trustee

HELEN SNYDER

ALEX SCHOEM

RAY SCHOEM

EXHIBIT A
TO THE DECLARATION OF APRIL MIST, A CONDOMINIUM
BROWARD COUNTY
FLORIDA

A portion of the East 1/2 of Lot 4, Block 1 of SUBDIVISION OF SECTION 27, TOWNSHIP 51 SOUTH, RANGE 42 EAST, according to the plat thereof as recorded in Plat Book "B" at Page 13 of the public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Lot 4; thence run Westerly along the North line of said Lot 4 for 332.74 feet; thence run Southerly, along the West line of the East 1/2 of said Lot 4 for 313.26 feet to the Point of Beginning of the parcel of land hereinafter described; thence run Southerly, continuing along the last described course for 308.75 feet; thence run Easterly, along a line parallel with and 50.00 feet North of the South line of said Lot 4 for 297.85 feet; thence run Northerly, along a line parallel with and 35.00 feet West of the East line of said Lot 4 for 140.00 feet; thence run Westerly, along a line parallel with and 190.00 feet North of, as measured at right angles to, the aforesaid South line of Lot 4 for 177.83 feet; thence run Southerly, along a line parallel with and 212.83 feet West of the East line of said Lot 4 for 29.82 feet; thence run Westerly at right angles to the next described course, for 60.99 feet; thence run Northerly, along a line parallel with and 59.00 feet East of, as measured at right angles to the West line of the East 1/2 of Lot 4 for 199.08 feet; thence run Westerly at right angles to the last described course for 59.00 feet to the Point of Beginning, lying and being in Broward County, Florida.

0.83 acres = 36195 s. ft.

The lessee shall have the right to use, occupy and possess the demised premises on a non-exclusive basis in common with such other persons, real or corporate, who may be other lessees of the remaining undivided interest of the premises described in Exhibit "A" attached hereto.

The following uses are prohibited:

(1) Secret Societies. Activities of every nature and description of any group, club, society, fraternity, association or corporation whose membership, activities or functions are secret or so intended.

(2) Political Activity. Partisan political activity relative to public office or public affairs of every nature and description, including by way of illustration activities for or against any incumbent or candidate for public office. Nothing herein shall be construed as a limitation upon non-partisan political activities such as "town hall" meetings and panel discussions.

(3) Religious Activities. Religious services, rites, or exercises of a denominational or sectarian nature usually or generally carried on in a church, synagogue, home, or other place of worship. Nothing herein shall be construed to prohibit an individual act of devotion such as an invocation.

(4) Preferential Use. All uses designed, calculated, intended or likely to result in the deprivation of any lessee of the demised premises, including this Lessee, of an opportunity equal to that of any other lessee to use, occupy and enjoy the same except to the extent that the use, occupancy and enjoyment of one lessee may be greater than another's by reason of the greater number of unit owners or other permitted users of one lessee as compared to another.

ARTICLE IV

LEASE SECURITY: The Lessee is an association formed to conduct and administer the affairs of APRIL MIST, a Condominium. Pursuant to the general plan of condominium ownership, each individual unit owner, in addition to receiving title to his individual unit and to a percentage of the common elements appurtenant thereto, shall become a member of the lessee association, and it is contemplated that each member of the lessee association shall have the right to use and enjoy the recreational facilities. Accordingly, for and in consideration of the Lessor's agreement to allow each member of the lessee association to use and enjoy the subject recreational facilities, the Lessee does hereby covenant and warrant unto the Lessor that prior to admitting any individual into the association, it will gain from said individual a pledge of said individual's interest in the subject condominium in favor of the Lessor as security for the Lessee's obligations hereunder and the obligation by the unit owner in the condominium to pay his pro rata share of all condominium common expense of which the rental under this lease is a part thereof. Attached hereto, marked "Exhibit C", is a copy of the Pledge Agreement required to be executed by each unit owner of the condominium, and the Lessor and the Lessee agree to the terms, conditions and form thereof.

In the event a unit owner fails to pay his aforescribed common expenses for any period of time, the Lessor, in consideration

lease created hereunder, Lessee shall surrender the premises in good condition, reasonable wear and tear excepted. Lessor agrees that the buildings, swimming pool, the electrical system, water systems, fixtures, equipment and all items of personalty within and upon the leased premises, shall be under the full control of the Lessee or its agents, and that all operation, upkeep, repairs and replacement of such items shall be done by and at Lessee's expense. Lessee further agrees that it shall provide, at its expense, any and all utility services required or necessary in the operation of the demised premises. It is understood and agreed by and between the parties that Lessee's obligation for maintenance as provided herein is on a pro-rata basis to its extent of interest under the within Lease, to-wit: An undivided one-third (1/3) interest. The Lessee shall not change the design; color, materials or appearance of the improvements now or thereafter placed upon the demised premises, any of the furniture, furnishings, fixtures, machinery or equipment contained therein, without the Lessor's prior written approval.

ARTICLE VI

DEVELOPER:

A. The Developer. ARTHUR I. SNYDER, Trustee, and ALEX SCHOEM, their successors and assigns, herein called "Developer", is the promoter and developer of the development commonly known as "FOREVER APRIL", and being all of the lands referred to in Exhibit D.

B. Rights of Developer. Until the Developer shall have completed the development, promotion and sales of all living units to be constructed in "FOREVER APRIL", it shall have the following rights with regard to the demised premises, notwithstanding any other provisions of this Lease to the contrary:

(1) Use of Demised Premises. The right to use, occupy and demonstrate, on a non-exclusive basis, all portions of the demised premises for the purpose of promoting and aiding in the sale or rental of living units on or to be constructed on lands described in Exhibit D. Such rights may not be exercised in an unreasonable manner inconsistent with the rights of the Lessee to use, occupy and enjoy such portions of the demised premises. The exercise of such rights by the Developer shall not reduce, abate or suspend the Lessee's obligation to pay rent, to repair and maintain such portions of the demised premises, to pay taxes and insurance premiums thereon and utilities therefor, or to perform in full all of its covenants and promises herein made.

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

(3) Rules and Regulations. Establish and promulgate rules and regulations, not inconsistent with any of the provisions of this Lease, concerning the use of the demised premises, which shall be reasonable and uniform as to all Lessees and which shall be binding upon the Lessee.

C. Acts of Developer. Notwithstanding the fact that some or all of the parties comprising the Lessor do or may have some right, title or interest in the Developer, the Lessee acknowledges and agrees that the Lessor and the Developer shall never for

fire, casualty and comprehensive insurance covering the leased premises in amounts to assure replacement of the buildings and other improvements on the leased premises at a construction cost of not less than highest insurable value. Lessor shall be endorsed on all insurance policies showing his interest therein. In the event the premises shall be destroyed or damaged by fire or other casualty, either partially or totally, during the term of this agreement, there shall be no abatement of rent. In the event the premises shall be so destroyed or so damaged or injured by fire or other casualty during the term of this agreement, then the Lessor shall have the right to render said premises tenantable by repairs within a reasonable time and payment for said repairs or rebuilding shall be used from the insurance proceeds.

ARTICLE IX

ASSIGNMENT: Lessee may not assign or sublease its interest in this lease. In the event the Unit Owner in the Condominium sells his unit and said unit owner desires to relieve himself from all personal liability and obligations under this lease and under the terms of Exhibit C attached hereto entered into by unit owner in favor of lessor, then said unit owner shall obtain a written assumption by his purchaser of the obligations of said unit owner under and pursuant to the terms and conditions of this lease and under the terms of Exhibit C attached hereto. Said assumption agreement shall be in writing and in recordable form, and shall be delivered to Lessor together with sufficient current funds for recording same among the Public Records of Broward County, Florida. Upon full compliance with the foregoing, the selling unit owner shall be released of personal liability under the within lease and under his individual pledge agreement.

It is understood and agreed that the lessor may freely assign, in whole or in part, any of its right, title and interest in and to this lease and the demised premises.

ARTICLE X

NON-PAYMENT OF RENT: If any rent payable by Lessee to Lessor shall be and remain unpaid for more than fifteen (15) days after same is due and payable, or if Lessee shall violate or default any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for Lessor to declare this Lease forfeited and the said term ended, and to re-enter said undivided portion of the above described premises, with or without process of law, using such force as may be necessary to remove Lessee and its chattels therefrom, and Lessor shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this lease.

And, it is further understood that Lessee will pay, in addition to the fees and other sums agreed to be paid hereunder, such additional sums as the Court may adjudge reasonable as attorneys' fees in any suit or action instituted by Lessor to enforce the provisions of this lease or the collection of the rent due Lessor hereunder.

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

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

ARTICLE XIV

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

ARTICLE XV

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

ARTICLE XVI

SUBORDINATION: It is understood and agreed between the parties hereto, that this instrument shall not be a lien against said demised premises in respect to any principal lease, mortgage or deed of trust that now exists against said demised premises or to any mortgage or deed of trust that hereafter may be placed against said premises, or extensions thereof now existing against said demised premises, and that the recording of such principal lease, mortgage, mortgages or deed of trust, shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Lessee agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such principal lease, mortgage or mortgages or deed of trust, and a refusal to execute such instrument shall entitle and Lessor, his assigns and legal representatives, to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly. The Lessee does hereby agree that the within paragraph shall in fact constitute and be the subordination as provided for herein. The Lessee further hereby constitutes and appoints the said Lessor as his or its Attorney-in-Fact for the purpose of executing any formal instruments of subordination, if same are required.

ARTICLE XVII

NOTICES: Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Lessee is in writing

ARTICLE XXIII

RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES: An institutional first mortgage referred to herein shall be a mortgage upon a single condominium parcel originally granted to and owned by a bank, savings and loan association or insurance company or through their respective loan correspondents, intended to finance the purchase of a condominium parcel, or its refinance, or secure a loan where the primary security for the same is the single condominium parcel involved.

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

(b) Foreclosure by Institutional First Mortgagee. If an institutional first mortgagee shall foreclose its mortgage against a condominium parcel and obtain title to the same by public sale held as a result of such foreclosure suit, or should such institutional first mortgagee acquire title by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall continue to hold the title to said condominium parcel, the rent provided for hereunder shall be reduced to the extent provided in ARTICLE IV above. Said institutional first mortgagee shall receive the benefit of such reduction in rent by credit against its portion of the common expenses of the condominium of which the Lessee is the association. The same shall not reduce or abate any other of the promises and covenants of the Lessee herein. The foreclosure of an institutional first mortgagee's lien shall not operate as an extinguishment of this lease in whole or in part or as a termination of the Lessor's or Lessee's lien, as aforesaid, as against the condominium parcel so foreclosed. Upon an institutional first mortgagee conveying its title to the condominium parcel so acquired by it, the foregoing abatement of rent shall immediately cease and terminate.

ARTICLE XXIV

AUTOMATIC CONSENT AND RATIFICATION OF THIS LEASE BY UNIT OWNERS AND OTHERS: Each and every person, whether real or corporate, who shall take any interest whatsoever in or to any condominium parcels in APRIL MIST, a Condominium, after the recording of this lease, by acceptance, delivery or the recording of the deed, contract, grant, assignment or other instrument granting, conveying, or providing for such interest, or by the mere first exercise of the rights or uses granted herein, shall be deemed to consent to and ratify without further act being required, the provisions of this lease to the same effect and extent as if such person or persons had executed this lease with the formalities required in deeds, for the purpose of subordinating and/or subjecting such person or persons' interests, in full, to the terms of this lease.

benefit of each and every present and future other lessee of the demised premises and likewise, similar covenants made by present and future other lessees shall be considered as covenants by them running to and for the benefit of this Lessee and every other lessee. Such covenants may be enforced by any party in interest in its own name without joinder of the Lessor and a part successfully enforcing such covenants shall be entitled to the recovery of reasonable attorneys' fees and costs.

ARTICLE XXVIII

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

ARTICLE XXIX

LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS: If the Lessee shall fail to pay the costs in maintenance and repairs or if it shall fail to take out, maintain and deliver insurance policies, or it shall fail to perform any other act on its part covenanted herein to be performed by it, then the Lessor may, but shall not be obligated so to do and without notice or demand upon the Lessee, perform the act so omitted or failed to be performed by the Lessee. If such performance by the Lessor shall constitute in whole or in part the payment of moneys, such moneys so paid by the Lessor, together with interest thereon at the rate of ten (10) percent per annum and reasonable attorneys' fees incurred by the Lessor in and about the collection of the same, shall be deemed additional rent hereunder and shall be payable to the Lessor on demand or, at the option of the Lessor may be added to any rent then due or thereafter becoming due under this lease and the Lessee covenants to pay any such sums with interest and reasonable attorneys' fees, as aforesaid, and the Lessor shall have, in addition to any and all other rights and remedies herein provided, the same rights and remedies in the event of non-payment as in the case of default by the Lessee in the payment of rent.

ARTICLE XXX

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

ARTICLE XXXI

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

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared ALEX SCHOEM, ARTHUR I. SNYDER, BURTON YOUNG, JEROME H. STERN, HOWARD J. FEINBERG, HERBERT W. TANNENBAUM, and HARRY KAUFMAN, well known to me, who, upon oath, acknowledged that they executed the foregoing Lease freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal at North Miami Beach, said County and State, the day and year last above written.

Notary Public, State of Florida, at
Large

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared ALEX SCHOEM and JEROME H. STERN, president and secretary respectively of APRIL MIST ASSOCIATION, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing Ninety-Nine Year Lease, and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at North Miami Beach, said County and State, the day and year last above written.

Notary Public, State of Florida, at
Large

My Commission Expires:

EXHIBIT A - 99-Year Lease (Continued)

Westerly along the last described course for 135.83 feet; thence run Southerly along a line parallel with and 212.83 feet West of, as measured at right angles to, the East line of the aforesaid Lot 4 for 20.00 feet; thence run Easterly, along a line parallel with and 170.00 feet North of, as measured at right angles to, the South line of said Lot 4 for 135.83 feet; thence run Northerly, along a line parallel with and 77 feet West of the East line of said Lot 4, for 20.00 feet to the Point of Beginning, lying and being in Broward County, Florida.

EXHIBIT "C "

To Ninety-Nine Year Lease

.THE SAME BEING PLEDGE AGREEMENT.

Not shown as exhibit herein to
99-Year Lease, as said Pledge
Agreement is shown hereinafter
as an exhibit to the Declaration.

EXHIBIT D
TO THE DECLARATION OF APRIL MIST, A CONDOMINIUM
BROWARD COUNTY
FLORIDA

BEING PLANS & SURVEY

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: The first board of directors shall consist of ALEX SCHOEM, RAY SCHOEM and JEROME H. STERN who shall hold office and shall reasonably exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, any and all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

- A. To make and collect assessments and establish the time within which payment of same are due;
- B. To use and expend the assessments collected; to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners;
- C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;
- D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;
- E. To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable;
- F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration;
- G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or an apartment house manager who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed desirable, and generally to have the powers of an apartment house manager in connection with the matters hereinbefore set forth;
- H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice President and a Secretary-Treasurer all of whom shall be elected annually by said Board, Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one Vice President;

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board;

Section 3. Election: The Board of Directors at its first meeting after each annual meeting of general members shall elect a President, Vice President and Secretary-Treasurer, none of whom, excepting the President, need be a member of the Board;

Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors;

Section 5. The President:

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and Directors; shall be ex officio member of all standing committees, shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect;

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal by the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation;

Section 6. The Secretary:

A. The Secretary shall keep the minutes of the member meetings and of the Board of Director's meetings in one or more books provided for that purpose;

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

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member which shall be furnished to the Secretary by such member;

ARTICLE IV

MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation. Membership in the corporation shall be limited to the owner of the condominium unit, who shall automatically become a member of said corporation, and said membership shall be an incident of ownership and not separately transferable.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the declaration.

Section 3. Each member shall be entitled to one (1) vote (for each unit which he, she or it owns) in the management of the corporation and, as to the election of directors, shall be entitled to accumulate such vote as provided for in the Articles of Incorporation.

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration and these By-Laws.

Section 5. If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the corporation, or such other place as may be stated in the notice;

Section 2. Annual Meeting: Regular annual meetings subsequent to 1966 shall be held on the second Tuesday of April of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following;

Section 8. Order of Business: The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

ARTICLE VI

NOTICES

Section 1. Definition: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed as appears on the books of the corporation;

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

FINANCES

Section 1. Fiscal Year: The fiscal year shall begin the 1st day of January in each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Accounts: The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate.

(a) Current Expense: Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserve for Deferred Maintenance: Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

X
B. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property;

C. The use of the condominium units shall be consistent with existing law, these restrictions, and so long as such use does not constitute a nuisance;

D. Condominium units may not be used for business use or for any commercial use whatsoever;

E. Children who are the guests of residents shall not be permitted to play in the walks, corridors, elevators, stairways of any condominium building;

F. Common elements shall not be obstructed, littered, defaced or misused in any manner;

G. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors or as provided in the Declaration of Condominium.

H. All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference but not by way of limitation.

I. The owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof except upon the approval of the Board of Directors or unless same as provided in the Declaration of Condominium. The owner shall not erect or cause to be erected any outdoor clothes lines.

J. No cooking shall be permitted on any balcony or terrace of a unit.

K. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common elements. The common walks and common elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.

L. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for the purpose, and patio areas may be used for their intended purpose.

M. No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property or in any condominium parcel therein, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part

ARTICLE X

DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid-in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting in behalf of the corporation or in its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the corporation against a condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If an action or foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the condominium parcel is sold, then at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a condominium parcel by reason of a foreclosure, it shall offer said unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the condominium parcel, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

B. In the event of violation of the provisions of the Declaration of Condominium, corporate charter or restrictions and By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf or by and through its Board of Directors or manager, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fee and court costs.

ARTICLE XIV

AMENDMENT OF BY-LAWS

The By-Laws of the corporation may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourths (3/4) vote of all members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment.

ARTICLE XV

99-YEAR RECREATIONAL LEASE

A certain 99-Year Lease was entered into and/or will be entered into in the future by and between ALEX SCHOEM, ARTHUR I. SNYDER, BURTON YOUNG, JEROME H. STERN, HOWARD J. FEINBERG, HERBERT W. TANNENBAUM and HARRY KAUFMAN (hereinafter called Lessor Group), and APRIL MIST ASSOCIATION, INC., a Florida non-profit corporation, as Lessee. The premises demised under the aforescribed 99-year lease shall be for the use and enjoyment of the Association and all of its members. Pursuant to the terms of the aforescribed 99-Year Lease, it is the obligation of each member of the Association to pledge his entire interest in the subject condominium in favor of the Lessor Group in order to secure the Association's obligations under the said 99-Year Lease and to secure the unit owners' obligations as members of the Association to pay his pro-rata share of the common expenses of the Association of which the monthly rental under the 99-Year Lease is a part thereof.

That part of each unit owner's share of monthly common expenses attributable to the Association's obligation under the said 99-Year Lease is, in all cases, \$22.00 per unit. The lessor group and the Association have mutually agreed, as set forth in the 99-Year Lease, that each unit owner may pay his said monthly obligation of \$22.00 directly to the lessor group each month, and such payment will insulate and preclude the unit owner from any liability (either under the 99-Year Lease or his Pledge Agreement) or from any deprivation of the use of the recreational facilities due to the failure of either the Association or any other unit owner to perform their obligations under the 99-Year Lease during that month, provided, of course, that the said unit owner paying to the lessor group is (1) current at all times with regard to the payment of his pro-rata share of all other lawful charges, taxes, assessments, levies, liabilities and encumbrances of the Association; and (2) current at all times with regard to all other lawful charges, taxes, assessments, levies, liabilities and encumbrances levied or existing against his condominium parcel; and (3) not in default of any of his obligations pursuant to the Declaration of Condominium of April Mist or all exhibits attached thereto.

ARTICLE XVI

REAL PROPERTY TAXES

It is anticipated that the taxing authorities in taxing for real property taxes shall tax each condominium unit on a separate

EXHIBIT G
TO THE DECLARATION OF APRIL MIST, A CONDOMINIUM
BROWARD COUNTY
FLORIDA

BEING THE PLEDGE AGREEMENT

IN WITNESS WHEREOF, the said parties hereto have caused these presents to be signed in their names, and the Corporation has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, and the said Unit Owner has hereunto affixed his hand and seal; the day and year first above written.

Signed, Sealed and Delivered in the presence of:

.....	Unit Owner	(SEAL)
.....	Unit Owner	(SEAL)
(As to Unit Owner)	Unit Owner	(SEAL)
..... (SEAL)	HOWARD J. FEINBERG, Pledgee	(SEAL)
ALEX SCHOEM, Pledgee	..... (SEAL)	HERBERT W. TANNENBAUM, Pledgee
..... (SEAL)	..... (SEAL)	HARRY KAUFMAN, Pledgee
ARTHUR I. SNYDER, Pledgee	..... (SEAL)	APRIL ASSOCIATION, INC.
..... (SEAL)	..... (SEAL)	
BURTON YOUNG, Pledgee	..... (SEAL)	
..... (SEAL)	..... (SEAL)	
JEROME H. STERN, Pledgee	..... (SEAL)	

Signed, Sealed and Delivered in the presence of:

.....	By
.....	President
.....	ATTEST:
.....	Secretary
(As to Pledgee)	
.....	
(As to Association)	

STATE OF FLORIDA }
COUNTY OF DADE } SS:

I, an officer authorized to take acknowledgements according to the laws of the State of Florida, duly acting and qualified, HEREBY CERTIFY that ALEX SCHOEM, ARTHUR I. SNYDER, BURTON YOUNG, JEROME H. STERN, HOWARD J. FEINBERG, HERBERT W. TANNENBAUM and HARRY KAUFMAN, to me personally known, this day acknowledged before me that they executed the foregoing Pledge Agreement; and I FURTHER CERTIFY that I know the said persons making such acknowledgements to be the individuals described in and who executed the said pledge.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at North Miami Beach, said County and State, this day of 196.....

My Commission Expires:

.....
NOTARY PUBLIC, State of Florida at Large.

STATE OF FLORIDA }
COUNTY OF DADE } SS:

I, an officer authorized to take acknowledgements according to the laws of the State of Florida, duly acting and qualified, HEREBY CERTIFY that ALEX SCHOEM and JEROME H. STERN, respectively as President and Secretary of APRIL ASSOCIATION, INC., to me personally known, this day acknowledged before me that they executed the foregoing Pledge Agreement as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making the acknowledgements to be the individuals described in and who executed the said pledge.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at North Miami Beach, said County and State, this day of, 196.....

My Commission Expires:

.....
NOTARY PUBLIC, State of Florida at Large.

STATE OF }
COUNTY OF } SS:

I, an officer authorized to take acknowledgements according to the laws of the State of, duly acting and qualified,

HEREBY CERTIFY that
to me personally known, this day acknowledged before me that he executed the foregoing Pledge Agreement; and I FURTHER CERTIFY that I know the said person(s) making said acknowledgement(s) to be the individual(s) described in and who executed the said pledge.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at, said County and State, this day of 196.....

My Commission Expires:

.....
NOTARY PUBLIC, State of

MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of July, 1967, by and between FOREVER APRIL MANAGEMENT COMPANY, a Florida corporation, hereinafter referred to as "Management Co. or Manager", and APRIL MIST ASSOCIATION, INC., a Florida non-profit condominium association, hereinafter referred to as the "Association";

W I T N E S S E T H :

WHEREAS, the Association contemplates the operation of a condominium in Broward County, Florida, known as APRIL MIST, a condominium, which does and will consist of some fifty-nine (59) condominium units; and

WHEREAS, the Association has certain rights in recreational facilities under a 99-year lease as to the same, and have made certain undertakings in common with and for the benefit of others possessing or to possess similar rights; and

WHEREAS, the Management Co. is in the business of providing management and supervision for the operation, conduct and management of apartment buildings generally; and

WHEREAS, the Association is desirous of entering into a Management Agreement providing for the management of the aforementioned condominium apartment project and recreational facilities;

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, the covenants to be kept and performed by each of the parties hereto, it is mutually agreed as follows, to-wit:

1. That the foregoing recitals are true and correct.

2. The Management Co. agrees that it will supervise all of the work, labor, services and materials required in the operation and maintenance of the apartment building of the Association, as well as the pertinent common areas to such apartment building, and as illustrative of such supervisory services, but without limitation thereof, will:

A. Order and supervise the furnishing of all work, labor, services and materials which are required in connection with the operation, management and maintenance of the said condominium project; and

B. Review all obligations of the Association and pay same as and when the obligations respectively mature and become due, including, without limitation, (1) insurance premiums on the building, (2) utilities, (3) trash collection services, (4) repairs to all common areas (including the recreational areas), (5) the Association's monthly rental for the recreational areas, and (6) insurance premiums and maintenance costs of the recreational areas.

3. The Management Co. has the right to collect all regular and special assessments from the Association's Members. The Association hereby authorizes the Management Co. to request, demand, collect,

8. So long as the Manager shall manage any properties in the Condominium, the association as a lessee of the recreational facilities, has and does hereby give and grant unto the Manager the right to occupy, to the exclusion of the Association and all persons claiming through it, an office in the main recreational building for use as the Manager's offices.

9. The term of this contract shall be for a period expiring April 30, 1968.

10. The Association shall not interfere nor permit, allow, or cause any of its officers, directors or members to interfere with the Manager in the performance of its duties or the exercise of any of its powers hereunder.

11. Management Co. agrees to employ sufficient competent, adult workmen in connection with its duties hereunder. It is understood between the parties that Management Co. has the sole and exclusive right to hire and discharge any of the workmen at its discretion and is to have full charge, control and supervision of all workmen.

12. Management Co. covenants and agrees to procure and keep in force public liability and workmen's compensation insurance in adequate amounts, to protect Management Co. and Association completely from any claim or damage to persons on property or for an injury to any employee incurred while any workmen are performing any duties under the terms of this agreement. Any cost or expense in connection with the foregoing shall be borne by the Association.

13. Management Co. shall not, under any circumstances, be liable under or by reason of this agreement, directly or indirectly, for any accident, injury breakage or damage to any machinery or appliance not attributable to the action or inaction of the Management Co. or of any of its employees, agents or servants; nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing services or materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strikes, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

14. By way of clarification for the understanding of the parties hereto, it is understood between the parties hereto that Management Co. shall have no direct or indirect expenses of any kind or nature whatsoever, and its sole function is strictly of a managerial nature.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed by the appropriate corporate officers and have affixed their corporate seals the day and year first above written.

APRIL SONG ASSOCIATION, INC.

FOREVER APRIL MANAGEMENT COMPANY

By _____
President

By _____
President

Attest:

Attest:

Secretary

Secretary

7. Names of Officers. The names of the officers who are to serve until the first election or appointment of officers are as follows:

President	ALEX SCHOEM
Vice-President	RAY SCHOEM
Secretary-Treasurer	JEROME H. STERN

8. Board of Directors. The business of the corporation shall be conducted by a Board of Directors, which shall consist of not less than three (3) members, as the same shall be provided for by the By-Laws of the corporation. The members of the Board of Directors shall be elected annually by a majority vote of the members of the corporation. The names and post office addresses of the first Board of Directors who shall serve as directors until the first elections of directors are as follows:

ALEX SCHOEM	10245 Collins Avenue Bal Harbor, Florida
RAY SCHOEM	10245 Collins Avenue Bal Harbor, Florida
JEROME H. STERN	1799 N. E. 164th Street North Miami Beach, Florida

9. By-Laws. The original By-Laws are to be made by the Board of Directors. The same may thereafter be amended, altered or rescinded only in accordance with the provisions of such By-Laws and the Declaration relating to amendment.

10. Powers. The corporation shall have all of the following powers:

.1 Section 617.021. All of the powers set forth and described in Section 617.021 of the Florida Statutes not repugnant to any of the provisions of Chapter 711 of the Florida Statutes.

.2 Chapter 711. All of the powers of an Association as set forth in Chapter 711 of the Florida Statutes, as amended.

.3 Leaseholds. To acquire and enter into agreements whereby it acquires leaseholds, memberships or 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 or other use or benefit of the unit owners.

.4 Management. To contract with a third party for the management of the Condominium.

.5 Acquisition of Condominium Parcels. To acquire by purchase or otherwise condominium parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

shall be effective unless adopted pursuant to this Paragraph 12.

These Articles of Incorporation of the corporation may not be amended, altered, modified, changed or rescinded by a vote of less than three-quarters of the then present members of the corporation which may be accomplished at any regular or special meeting of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation ten (10) days prior to said meeting of the corporation, provided, however, that no such alteration, amendment, modification, change, or rescission of Paragraph 2 hereinabove, and of Sections a, d, and f of Paragraph 11 may be made without unanimous approval of the then members of the corporation, together with a written unanimous approval of all mortgagees holding a valid, enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees such as a bank, savings and loan association or insurance company authorized to transact business in the State of Florida, and the Lessor under the Ninety-Nine Year Recreational Lease to be entered into between the corporation and Alex Schoem, Arthur I. Snyder, Burton Young, Jerome H. Stern, Howard J. Feinberg, Herbert W. Tannenbaum and Harry Kaufman, collectively, as Lessor.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals, and caused these Articles of Incorporation to be executed this _____ day of July, 1967.

(SEAL)
ALEX SCHOEM

(SEAL)
RAY SCHOEM

(SEAL)
JEROME H. STERN

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

BEFORE ME, the undersigned authority, this day personally appeared ALEX SCHOEM, RAY SCHOEM, and JEROME H. STERN, each well known to be the persons who executed the foregoing Articles of Incorporation, and they severally acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this _____ day of July, 1967.

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE



April Mist Condominium Association, Inc.
 1333 E Hallendale Beach Blvd.
 Hallendale, Florida 33009

93224313

AMENDMENT TO THE BY-LAWS OF APRIL MIST ASSOCIATION, INC., A NON-PROFIT FLORIDA CORPORATION, OPERATING THE APRIL MIST CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF, DATED JULY 19, 1967, RECORDED IN OFFICIAL RECORDS BOOK 3464, PAGE 546, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

More than three-fourths (3/4) of all of the members of April Mist Association, Inc., a non-profit Florida corporation, and being more than three-fourths (3/4) of the condominium unit owners in April Mist Condominium having agreed and consented in writing that the by-laws of the association be amended by adding an Article specifically prohibiting any kind or type of lease for any condominium unit, the by-laws of the Association are amended by adding an additional Article numbered and reading as follows:

ARTICLE XVIII
 LEASES PROHIBITED

Effective January 1, 1998, no leases or other rental agreement of any kind or for any term shall be recognized nor permitted as to any condominium unit.

In witness whereof, the seal of the corporation and signature of the President and Secretary are hereto affixed this 21st day of April, 1993.

ATTEST:
 BY: Miriam Rosenblitt
 MIRIAM ROSENBLITT, Secretary

BY: Robert F. Kelly
 ROBERT F. KELLY, President (SEAL)

CORPORATE CERTIFICATION

The President and Secretary of April Mist Association, Inc., a non-profit Florida corporation, hereby certify that more than three-fourths (3/4) of all of

the members of the Association and being more than three-fourths (3/4) of the condominium unit owners in April Mist Condominium have agreed and consented in writing to the foregoing Article XVIII, entitled, "LEASES PROHIBITED".

DATED this 21st day of April, 1993.

ATTEST:
 BY: Miriam Rosenblitt
 MIRIAM ROSENBLITT, Secretary

BY: Robert F. Kelly
 APRIL MIST ASSOCIATION, INC.,
 a non-profit Florida corporation
 ROBERT F. KELLY, President

This Instrument Was Prepared By
 FRED J. WARD, PA
 203 Transflorida Bank Building
 499 Sheridan Street
 Dania, Florida 33004

Return To:
 FRED J. WARD
 Attorney
 203 Transflorida Bank Building
 499 Sheridan Street
 Dania, Florida 33004

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STATE OF FLORIDA
 BROWARD COUNTY
 CERTIFICATION OF COMPLETE DOCUMENTS FILED AND CREATED
 I HEREBY CERTIFY that the above and foregoing is a true and correct copy of 12 pages as recorded in Book 20716 Page 2 of the City of Ft. Lauderdale, Florida, this 21st day of April, A.D. 1993.

WITNESS my hand and official seal in the City of Ft. Lauderdale, Florida, this 21st day of April, 1993.

By: [Signature]
 County Administrator