

# THE REGENCY OF PALM BEACH, INC.

2760 S. Ocean Boulevard, Palm Beach, FL 33480

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PROPRIETARY LEASE  
AND  
OCCUPANCY AGREEMENT

Dated: \_\_\_\_\_, 20\_\_

By and Between

THE REGENCY OF PALM BEACH, INC., a Florida corporation, as Lessor

And

\_\_\_\_\_, as Lessee

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**PROPRIETARY LEASE**

and

**OCCUPANCY AGREEMENT**

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE REGENCY OF PALM BEACH, INC., a Florida corporation, as Lessor, hereinafter referred to \_\_\_\_\_ as \_\_\_\_\_, as Lessee, hereinafter referred to as "Stockholder" of Member".

**WHEREAS**, the Corporation is the Owner of the following described real property, together with the improvements situated thereon, known as: The Regency of Palm Beach, referred to as the "Apartment Building", situate in the Town of Palm Beach, County of Palm Beach, State of Florida, more particularly described as follows, to wit:

The South 360 feet of the North 3200 feet of Section 23, Township 44 South, Range 43 East, lying West of State Road A-1-A, together with any riparian rights thereunto appertaining.

**WHEREAS**, the Corporation has been formed for the purposes of acquiring, owning, leasing or subleasing and operating a cooperative housing apartment building located upon the real estate above described with the intent that its stockholders, hereinafter sometimes called "Members", shall have the right to occupy the Apartment Building under the terms and conditions of the within agreement, the By-Laws, and the Corporate Charter of the Corporation; and

**WHEREAS**, the Corporation issues its common stock as an incident of membership in the Corporation, and the Member is the owner and holder of \_\_\_\_ shares, and by reason of such ownership is entitled to possession and occupancy of Apartment No. \_\_\_\_\_ in the Apartment Building solely for residential purposes.

**I. APARTMENT LEASED.**

**NOW, THEREFORE**, in consideration of the premises, and the covenants, agreements and provisions hereinafter set forth on the part of the Member to be kept, performed and fulfilled, the Corporation as Lessor, has leased and demised, and by these presents does lease and demise to the Member, and the Member hereby leases and takes as Lessee all that certain space, hereinafter collectively referred to as the "Apartment", designated as Apartment No. \_\_\_\_\_, in the Apartment Building. The Member may also be entitled to the use and occupancy of a cabana as an appurtenance to his or her membership. If the member is so entitled, there is appended to this Lease an executed Addendum describing with particularity the cabana which the Member is entitled to use and occupy exclusively, and further setting forth the additional shares of stock issued to Member as an incident of his or her membership and use rights in this particular cabana, and further setting forth the additional carrying charges (maintenance) which will be due from Member for reason of his or her use rights in said cabana.

## II. TERM.

TO HAVE AND TO HOLD the said Apartment, as a private residential apartment and not otherwise, during a term commencing on the date hereof and ending on the 31<sup>st</sup> day of March 2068 A.D. unless sooner terminated as hereinafter provided.

## III. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS AND COMMON AREAS.

A. Units. All maintenance, repairs and replacements of, in or to any Unit shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The Unit shall include all portions of the Cooperative Property within the unfinished, undecorated interior surfaces of the floor, ceiling and perimeter walls of a Unit, excluding load bearing walls or columns, utility lines within load bearing walls or columns, and utility lines within the Unit which serve parts of the Cooperative Property other than the Unit. The foregoing responsibility of the Unit Owner includes, but is not limited to, all electrical and plumbing fixtures, shower pans, lines, pipes, outlets, wiring and connections within or serving only that Unit, appliances, carpets and all other floor, wall and ceiling coverings, all interior surfaces, the heating and air-conditioning equipment (wherever situated), and everything else within the boundaries of the Unit except to the extent the Association is specifically responsible therefore under Section B below.

The Unit Owner shall also maintain, repair and replace, at his, her or its sole cost and expense, all portions of any hurricane shutter(s) that the Unit Owner may install, upon prior written approval of the Association, including such portion of the Common Areas, if any, to which the hurricane shutter(s) is/are attached, which cost and expense shall also include the cost and expense of removal and/or reinstallation by the Association of the hurricane shutter(s) if necessary or required in order for the Association to discharge its obligations hereunder.

B. Common Areas. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefore, the Association shall be responsible, at Common Expense, for all maintenance, repairs and replacements in or to the Common Areas and all portions of the Cooperative (except interior wall surfaces of Units) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, chasing and load bearing railings, walls or columns, boundary walls of Units; all fixtures on the exterior of the Building and all floor and ceiling slabs, including, but not limited to, the slabs of all terraces and balconies; all conduits, chases, chase areas, ducts, plumbing, air-conditioning (not including any compressor, air handler or other components identified in Section C(2) below which serve only one particular Unit), wiring and other facilities for the furnishing of utility services which are contained in the aforementioned portions of the Cooperative; all electrical lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the circuit breaker box within or serving the Unit, and all plumbing lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the main shut off valve within or serving the Unit, excluding drain lines, for which the Unit Owner shall be responsible, up to the point that the drain line connects to a common line (a line that serves other Units or other parts of the Cooperative Property); all other utilities contained within a Unit which service part or parts of the Cooperative

other than the Unit within which contained; all property owned by the Association and other property contemplated by and to the extent the same is consistent with the terms hereof; and all incidental damage caused to a Unit by such work up to a maximum of \$1,000.00 per Unit (unless caused by negligent or intentional misconduct for which the Association is responsible, in which case no limitation shall apply). The Association's aforementioned responsibilities shall not apply to the extent such maintenance, repair or replacement arises from or is necessitated by the negligence, misuse or neglect of one or more Unit Owners, their families, tenants, guests or invitees, in which case such cost and expense shall be paid solely by such Unit Owners, and shall be enforceable in the same manner as any Assessment under Section 12 of the By-Laws, including, but not limited to, by recordation and foreclosure of a claim of lien against the Unit.

C. Specific Unit Owner Responsibilities.

1. The maintenance, repair and replacement of the equipment, fixtures or utilities lines or other items of property which serve a particular Unit shall be the responsibility of the applicable Unit Owner, individually, and not the Association, without regard to whether such items are located within the boundaries of the Units, except as provided in Section B hereinabove.

2. The maintenance, repair and replacement of, at his or her own expense, any portions of the air-conditioning and heating systems serving only a particular Unit, including, but not limited to, filters, the compressor, condenser, motor, fan, air handler, and all related parts, without regard to whether such items are located within the boundaries of the Units, except as provided in Section B hereinabove.

3. All maintenance, repairs and replacements in or to exterior screens, sliding glass doors, doors and windows serving a Unit, and all frames, locks and operating mechanisms appurtenant thereto. Without limiting the generality of the foregoing, no Unit Owner may decorate, alter or modify exterior screens, sliding glass doors, doors or windows or the framework, locks or operating mechanisms thereof in any manner whatsoever, except with the prior written approval of the Board of Directors, as provided in Article V hereof.

4. The Unit Owners shall maintain, repair, and replace at their expense all fans, stoves, hot water heaters, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide utility service to his Unit.

5. The maintenance, repair and replacement, as necessary, of the circuit breaker box within or serving the Unit and all electrical lines, conduits or fixtures running from the circuit breaker box into and serving the Unit up to and including the fixtures or outlets within the Unit.

6. The maintenance, repair and replacement, as necessary, of the main shut-off valve(s) within or serving the Unit and all plumbing lines, conduits or fixtures running from the main shut-off valve into and serving the Unit up to and including the fixtures or outlets within the Unit.

7. Other. Any part of the Common Areas connected to or exclusively

serving a single Unit, in which it is specifically required in Article III herein to be maintained, repaired or replaced at the expense of the Owner, shall be deemed a Limited Common Area for that Unit.

8. Unit Owners shall promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

9. All maintenance, repair or replacement for which the Unit Owners are responsible, except for ordinary housekeeping type maintenance, shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Cooperative Property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein.

D. Hurricane Protection. Each Unit within the Cooperative must have hurricane shutters or hurricane protection installed on all windows and sliding glass doors. The hurricane shutters or hurricane protection installed shall be consistent with such guidelines and specifications as may be made and amended from time to time by the Board of Directors. If a window or sliding glass door is hurricane impact glass, the Owner is not required to install shutters or hurricane protection over the impact glass. The cost of installing, maintaining, repairing, replacing and operating the hurricane shutters or hurricane protection shall be the responsibility of each Unit Owner. All hurricane shutter or hurricane protection installations must have prior written approval from the Board of Directors, which may be conditioned upon the submission of appropriate plans and specifications evidencing that the proposed installation will conform to the Association's guidelines and specifications. All hurricane shutters or hurricane protection installed must be maintained, repaired and replaced by the Unit Owner, as appropriate, so as to be in good working order at all times. Any Owner who fails to install approved hurricane shutters or hurricane protection or who fails to properly maintain, repair or replace hurricane shutters or hurricane protection as required herein, shall be deemed to authorize the Association, after reasonable written notice from the Association, to perform any necessary installation, maintenance, repair or replacement of the hurricane shutters or hurricane protection with respect to such Unit, which shall be done at the expense of the Unit Owner and which shall be secured by a lien against the Unit enforceable in the same manner as the lien for any other assessment levied by the Association, which lien shall also secure interest, costs and attorneys' fees. The Association shall have the authority to schedule and conduct inspections of the hurricane shutters and hurricane protection on all Units on an annual basis or at such times as the Board determines such inspections be necessary and proper in order to protect the interests of the Association and insure that all shutters are functioning properly.

E. Authority of Association to Perform Minor Electrical and Plumbing Repairs and Maintenance; Lubricate Hurricane Shutters.

1. The Association has the authority, but not the duty, to perform minor plumbing and electrical maintenance and repairs on Units and do so as a common expense of the Association. The Association performing such minor plumbing and electrical maintenance and repairs does not relieve the Unit Owner from the duty to properly maintain, repair and replace as set forth above. The Association shall not incur any duty or liability to any Owner by virtue of the Association performing such minor plumbing and electrical maintenance and repairs or not doing so.

2. The Association has the authority, but not the duty, to lubricate hurricane shutters on Units and do so as a common expense of the Association. The Association performing such lubrication does not relieve the Unit Owner from the duty to lubricate and otherwise properly maintain the Owner's hurricane shutters. The Association shall not incur any duty or liability to any Owner by virtue of the Association lubricating the hurricane shutters or not doing so.

**IV. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO COMMON AREAS BY THE ASSOCIATION,**

No portion of the Common Areas may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a Common Expense in excess of one (1%) percent of the annual budget then in effect for Common Expenses, including operating expenses and reserves, for any individual addition, alteration or improvement, or in excess of five (5%) percent of the annual budget then in effect, including operating expenses and reserves, for all additions, alterations or improvements undertaken within a fiscal year, unless such additions, alteration or improvements have been approved by not less than a majority of the votes of the participating membership of the Association present, in person or by proxy, at a meeting called for that purpose at which a quorum is established or voting by written agreement where at least a quorum of the membership participates. Any additions, alterations or improvements to the Common Areas, or any part thereof, costing less than the one (1%) percent or five (5%) percent thresholds described above, may be approved by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Areas undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners accordingly.

**V. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO UNITS AND COMMON AREAS BY UNIT OWNERS.**

A. Prohibited Alterations. No Unit Owner shall make any addition, alteration or improvement in or to the Common Areas.

B. Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the interior of the Unit which is structural in nature, or which impacts the Common Areas in any way, including, but not limited to, any work which involves piercing the Unit boundary or which requires the issuance of a permit from a governmental or regulatory authority or agency without the prior written consent of the Board of Directors. Any and all requests for electrical, mechanical or structural additions, alterations or improvements must be in writing and must be submitted to the Association with plans prepared and sealed by the appropriate professional (Le., architect, engineer, etc.). The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after receipt of such request and all sealed plans or thirty (30) days after receipt of any additional information requested by the Board within thirty (30) days of receipt of the initial request. Failure to respond within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, which may not be waived by the Association under any

circumstances, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and all future owners of the Unit, and their heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, its Board members, officers and employees, and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Cooperative Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance for such additions, alterations or improvements from and after the date of installation or construction thereof as may be required by the Association, and shall also be responsible for all costs associated with removal and reinstallation of same when necessary, in the discretion of the Board of Directors, in connection with the Association's performance of its maintenance obligations under this Proprietary Lease and Occupancy Agreement. The Board may impose the requirements set forth in Article III(C)(8) above and may require the execution of a covenant to run with the Unit to memorialize the application, approval, conditions of approval and future obligations of the Unit Owner and may condition its approval of any addition, alteration or improvement hereunder upon the preparation, execution and recording of such a covenant at the Unit Owner's expense.

## **VI. OCCUPANCY.**

A. No Unit shall be permanently occupied by more than two (2) persons for each bedroom in the Unit. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents. Occupancy of a Unit is limited to one family – no more than one family may occupy a Unit. A “family” is defined as:

1. One person or group of two or more persons, each of whom is related to each of the others by blood, marriage or adoption; or
2. One unmarried couple, and the children of either or both of them, who reside together as a single household.

In addition, an Owner or tenant is permitted to have live-in housekeepers, nannies, or care givers, subject to compliance with the limit on the number of occupants. Occupancy of a Unit by groups of unrelated persons is prohibited.

B. Under no circumstances may any Unit be used for any business purpose which would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use.

C. A guest shall be considered any occupant who is not a Unit Owner or an approved sub-lessee.

D. If a Unit is purchased by several people, the purchasers MUST designate which of the purchasers will occupy the Unit as the single family of people occupying the Unit as a single housekeeping unit. The others will be permitted as guests.

E. There shall be no time limitation on guest occupancy provided the guest occupies the Unit with the Owner or the approved sub-lessee or the guest is a member of the Owner's or approved sub-lessee's "immediate family", as defined below.

F. Guest occupancy in the absence of the Unit Owner or sub-lessee shall be limited to the Unit Owner's or sub-lessee's "immediate family". The term "immediate family" is defined as the parents, children, grandchildren and siblings of the Owner or sub-lessee and the spouse or domestic partner of such persons. Prior to any occupancy of the Unit by any guest in the absence of the Owner or sub-lessee, the Owner or sub-lessee must provide written notice to the Association of the name or names of the intended guests, clarification of (and verification if requested by the Association) the relationship of the guests to the Owner or sub-lessee, the anticipated date of arrival, and the anticipated date of departure.

## **VII. CONVEYANCES, SALES, SUBLEASES AND TRANSFERS.**

In order to insure the community of congenial residents and thus protect the value of the Units, the sale, subleasing, and transfer of Units by any Owner shall be subject to the following provisions:

**A. Transfers Subject To Approval.** The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

1. All sales of units, whether by deed, foreclosure sale, deed in lieu of foreclosure, or other judicial process.
2. All sub-leases of Units.
3. All transfers by gift.
4. All transfers by devise or inheritance.
5. Any other transfer of title to or possession of a Unit.

**B.** All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Cooperative Act, as same may be amended from time to time.

**C.** All transfers by lease may be conditioned upon the posting of a security deposit with the Association not to exceed the maximum amount permitted by the Cooperative Act, as same may be amended from time to time.



**D. Notice and Application to Association.** Prior to approving any transfer subject to approval hereunder, the Owner shall properly submit to the Association written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the proposed sub-lease in the case of a sub-lease, a copy of the transferor's Last Will and Testament in the event of a transfer by devise, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the Unit, and such other and further information about the intended transferees or occupants as the Association may reasonably require.

**E. Association's Election.** Within sixty (60) days of receipt of the last of the information required pursuant to Section D above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said sixty (60) day period shall constitute automatic approval for the proposed transfer.

1. **Approval.** In the event the Association approves a sub-lease, the Association shall notify the transferor and transferee of its approval in writing. In the event the Association approves any other transfers subject to approval hereunder, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.

2. **Disapproval of Transfer of Lease.** In the event the Board of Directors disapproves a proposed sale, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section B hereof, provide the Owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Unit on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association. If the conveyance or transfer was a gift, devise or inheritance, unless good cause exists, as defined below, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Unit Owner does not agree with the appraisal, the Owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Unit Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in (C)(1) above.

If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Unit. Good cause shall be defined to include the following:

(a) The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in the Cooperative Documents or Rules and Regulations;

(b) The person seeking approval (which shall include all proposed occupants of the Unit) failed to provide the information, fees or appearance required to process the application in a timely manner or included materially inaccurate or materially false information in the application, or the person seeking approval failed to participate in the personal interview with the Board;

(c) The person seeking approval or any proposed occupant of the Unit has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felon(ies) and the person was not acquitted or the charges were not dropped;

(d) The person seeking approval (or any proposed occupant of the Unit) is a registered sex offender in any state;

(e) The person seeking approval does not reasonably appear to have adequate financial resources available to meet his/her obligation to the Association and cannot demonstrate such resources;

(f) The applicant takes possession of the Unit prior to approval by the Association as provided for herein;

(g) The person seeking approval (or any proposed occupant of the Unit) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in this cooperative as a sub-lessee, guest, owner or occupant of a Unit; or

(i) The applicant fails to comply with the application requirements.

**F. Disapproval of Sub-Lease.** In the event the Board of Directors disapproves a sub-lease, the sub-lease shall not be made and the proposed sub-lessee shall not take occupancy of the Unit. No sub-lease will be approved unless and until all financial obligations of the Owner to the Association are brought current or are satisfied, as the case may be.

## **VIII. TERMINATION OF MEMBER'S INTEREST.**

A. It is an essential condition of this Lease, and this Lease is made, executed and accepted by the Member on the express condition that this Lease, and the estate hereby created, shall cease, determine and become null and void at the option of the Corporation on the happening of any default by the Member as the same is defined in the By-Laws of the Corporation, or upon the happening of anyone of the contingencies set

forth in the By-Laws of the Corporation which, by the terms hereof, shall allow this Lease to be cancelled, provided, however, that upon any such default or contingency, any national or state banking institution holding a mortgage, pledge and/or assignment of this Lease as security for any loan made to the Member shall first be notified in writing and given a period of not less than thirty (30) days after the giving of such notice within which to cure said default or contingency. However, no notice shall be required under the terms of this Paragraph A to any such national or state banking institution holding a mortgage, pledge and/or assignment, unless the Corporation shall have actual notice of the interests of such national or state banking institution prior to the cancellation of this Lease.

B. If the Corporation shall elect to terminate this Lease for any of the causes provided in the By-Laws for such termination, the term hereby created shall cease and terminate as fully as if such expiration date were the date herein fixed for the expiration of the term of this Lease, and the Member agrees to surrender possession of the demised Apartment immediately without receipt of any further notice or demand, and it shall be lawful for the Corporation or its agents to re-enter said Apartment and remove all persons therefrom and all persons and personal property not appurtenant to the Apartment therefrom.

C. In the event of the termination of this Lease as in this Paragraph VI provided, the Corporation shall have the option and right to sell the stock of the Corporation allocated to the Apartment and issue a new Proprietary Lease and Occupancy Agreement to the Purchaser thereof, at a time and in the manner set forth in the By-Laws.

#### **IX. AMENDMENT OF LEASE.**

This Lease may be amended by approval of the Members owning at least two-thirds (2/3) of the total issued and outstanding shares of stock of the Corporation, at a meeting of the stockholders called for that purpose, or by written agreement; provided, however, that no such amendment shall be effective which in any respect amends the stockholders' leases then outstanding, unless the corresponding provisions of all outstanding stockholders' leases shall be amended in the same manner. Notwithstanding any other term or provision of this lease or of the By-Laws or Articles of Incorporation, no amendment may be made with respect to the power of the Corporation to determine the amount or proration of any assessments, if such amendment will in any manner, or to any extent, interfere with or adversely affect the ability of the Corporation to meet its obligations with regard to the underlying Lease, and including all taxes and costs of insurance and other obligations called for in said Lease which are the obligations of the Corporation. Furthermore, no amendment shall be effective which shall change a Member's proportionate share of Common Expenses, as set forth in Section 12.1 of the By-Laws, unless passed in accordance with the By-Laws and unless the Members owning all Apartments shall consent to the change. No amendment shall be effective which shall impair the security of such institutional lender, pledgee or mortgagee of this Lease.

#### **X. MISCELLANEOUS PROVISIONS.**

A. Should any provision or covenant of this Lease be determined to be unenforceable by any Court of the State of Florida having jurisdiction, such enforceable provisions shall be considered severed from this Lease and the remainder of this Lease shall remain in full force and effect and construed so as to give over all effects as intended,

to the extent permitted by law. This Lease shall in all events be enforced and construed under the laws of the State of Florida.

B. Any waiver, express or implied, by the Corporation of any breach by the Member of any duty, covenant or agreement, or undertaking of this Lease shall not be construed thereby as a waiver of any subsequent breach of any other condition, covenant, agreement or undertaking of this Lease. The acceptance of carrying charges under the By-Laws shall not be, or construed to be a waiver of any breach of any condition, covenant, agreement or undertaking of this Lease, except as to the payment of the carrying charges so accepted, and then only to the extent of the carrying charges actually paid.

C. Each and every one of the rights, powers, options, immunities, provisions and remedies of the Corporation hereunder shall be deemed to be cumulative; no one of them exclusive of the other or exclusive of any right or remedy allowed by law.

D. The parties agree that the Corporation has made no representations on promises relative to the Apartment Building or to the Apartment, except those contained herein. This Lease is the sole lease between the Corporation and the Member regarding the Apartment herein leased and the Cabana (if applicable). All prior leases, if any, of the Apartment and the Cabana between the Corporation and the Member, or any other person or party, are hereby terminated and agreed to be of no further force and effect.

E. The Member acknowledges receipt of a true copy of the Articles of Incorporation) of the Corporation on file in the office of the Secretary of State of the State of Florida, and also a true copy of the By-Laws of the Corporation and a true copy of any and all house rules and regulations which shall have been promulgated prior to the execution of this Lease, and does hereby approve and consent to said Articles of Incorporation, By-Laws and house rules and regulations.

F. Time is of the essence in the performance of any and all of the covenants or obligations arising hereunder.

G. Each and every provision of the By-Laws of the Corporation, as the same shall be construed from time to time, is agreed to be a provision and condition of this Lease, to the same extent as if said provisions were incorporated herein, and the Corporation's By-Laws are hereby agreed to and adopted by the Member and thereby the Corporation for the benefit of the Member, all Members of the Corporation and the Corporation, as the case may be; providing, however, that no provisions of the Corporation's By-Laws shall be effective to deprive any institutional lender holding a mortgage, pledge and/or assignment of this Lease as security for any loan made to the Member, of such institution's security. The Member, as Stockholder of the Corporation, hereby ratifies and adopts said By-Laws as the By-Laws of the Corporation.

H. All terms use in this document shall have the definitions set forth in the By-Laws.

I. The terms and conditions of the By-Laws are incorporated by reference in this Lease and made a part hereof and, to the extent any provisions of this Lease are inconsistent with or in conflict with the By-Laws, the terms and conditions of the By-Laws, as amended from time to time, shall prevail.

**IN WITNESS WHEREOF**, the undersigned have set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witnesses (as to both):

**THE REGENCY OF PALM BEACH, INC.**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Association President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President and \_\_\_\_\_, as Secretary of THE REGENCY OF PALM BEACH, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name of Notary: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

(NOTARIAL SEAL)

Witnesses (as to both):

STOCKHOLDER(S):

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature  
Printed name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_. They are  
personally known to me or have produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name of Notary: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_. They are  
personally known to me or have produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name of Notary: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_