

Venetian Park

TMG Property Management
5310 NW 33rd Ave, Suite 201
Fort Lauderdale, FL 33309

Unit: _____

Sale or Lease: _____

Closing date: _____

Lease Terms: _____ to _____

Owner: _____

Applicant: _____

Approved or Disapproved: _____

Venetian Park Cooperative

TMG Property Management
5310 NW 33rd Ave, Suite 201
Fort Lauderdale, FL 33309

APPLICATION FOR OCCUPANCY

THIS APPLICATION IS FOR ONE PERSON OR HUSBAND AND WIFE ONLY
A COPY OF A MARRIAGE CERTIFICATE MAY BE REQUESTED

The following items **MUST** accompany your application or the application will be considered **INCOMPLETE** and will not be processed until received.

- Copy of a driver's license or ID card
- Copy of lease/sales contract signed by both parties
- Non refundable application fee of \$100.00 per application in the form of a money order or cashier's check made payable to the Association
- Copy of a marriage certificate if applicants are married but have different last names

If this is a lease the unit may not be rented if the owner is behind in their maintenance/special assessment payments or have outstanding violations. All keys must be obtained through the landlord.

If this is a sale a copy of the documents should be provided to you at the closing. Should you not be provided with documents a copy may be obtained from the Association for a fee of \$75.00. All violations must be corrected prior to application approval. Upon closing a copy of your Warranty Deed must be provided to the Association.

- Units are for residential purpose only. No commercial or recreational vehicles may be parked or stored within the community.
- This is a no pet building.
- Shareholders can only rent their unit once during their period of ownership for a minimum of 12 months.

PLEASE MAKE SURE ALL DOCUMENTS ARE LEGIBLE.

**APPROVAL WILL NOT BE GIVEN UNTIL ALL DOCUMENTS
AND PAYMENT IS RECEIVED.**

**IT IS NOT THE RESPONSIBILITY OF THE MANAGEMENT OFFICE OR THE HOA TO
OBTAIN MISSING DOCUMENTS**

VENETIAN PARK, INC.
2151 N.E. 42nd Ct
Lighthouse Point, Florida 33064

APPLICATION FOR APPROVAL TO PURCHASE

I. STATEMENT BY OWNER

I/WE propose, subject to approval by the Board of Directors,
to sell Apartment No. _____ to:

Address: _____.

The transaction is being handled by _____
_____, Real Estate Company / Agent, or Other
_____.

Date: _____

Owner

Owner

=====

II. GENERAL INFORMATION ABOUT PURCHASER

Name: _____ Marital Status: _____

Spouse: _____ Age: Husband _____ Wife _____

Present Address: _____

How long at present address? _____ Tel.No. () _____

Previous address: _____

How long at previous address? _____ Citizenship: _____

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Business or Professional Status:

Active _____ Retired _____ Date of Retirement _____

Present or Last Employer: _____

Address: _____

Tel. No. () _____ Position Held _____

No. of Years _____ Reference _____

III. FINANCIAL REFERENCES

Banks

1. Name _____ Phone _____

Address _____

Type of Account _____ Account No. _____

2. Name _____ Phone _____

Address _____

Type of Account _____ Account No. _____

Personal References

1. Name _____ Phone _____

Address _____

Relationship: _____ How long known: _____

2. Name _____ Phone _____

Address _____

Relationship: _____ How long known: _____

3. Name _____ Phone _____

Address _____

Relationship: _____ How long known: _____

NOTE: Three (3) personal reference letters must accompany this application. Financial references may be requested by the Corporation at a later time and the Purchaser must execute an Agreement to Release Credit Information.

IV. PROSPECTIVE BUYER'S STATEMENT

List all persons who will occupy this Apartment with you.

Adults: _____

Adults: _____

Children: _____	Age _____	Sex _____
_____	Age _____	Sex _____
_____	Age _____	Sex _____

I/WE understand that a proprietary lease will be issued and that there are restrictions on the use of the unit imposed by the governing documents of the Corporation, that subleasing is restricted, and that no persons may occupy my unit in my absence without the prior notification and approval of the Board of Directors.

V. RULES AND REGULATIONS

I/WE AGREE to familiarize myself/ourselves with the House Rules and other governing documents of VENETIAN PARK, INC., to abide by them as they now exist or hereafter amended and to be responsible for their observance by any other person(s) who may, at any time, visit or occupy the unit.

It is agreed that final approval of this application is contingent upon a personal interview with members of the Board of Directors, a transfer fee of \$100.00 and the furnishing of the above documentation.

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DATE: _____
_____ Buyer

_____ Buyer

=====

RECOMMENDATION to Board of Directors from the Interview Committee:

Approved _____ Not Approved _____

Signed _____ Date _____

(REV 2 - 10/07/10)

READ FIRST: Complete all questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or not approved. Missing information will cause delays. Once submitted, order can be cancelled but your fee will not be refunded. Rev. 06/2014

**** THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY! ****

APPLICATION FOR OCCUPANCY

Association Name: _____

Circle one: Purchase - Lease - Occupant - Unit # _____ Bldg. # _____ Address applied for: _____

Applicant _____ Date of Birth _____ Social Security # _____

Circle One: Single - Married - Separated - Divorced - How Long? _____ Other legal or maiden name _____

Have you ever been convicted of a crime? _____ Date (s) _____ County/State Convicted in _____

Charge (s) _____

Applicant's Cell Number(s) _____ Applicant's Email Address _____

Spouse _____ Date of Birth _____ Social Security # _____

Other legal or maiden name _____ Have you ever been convicted of a crime? _____ Date (s) _____

County/State Convicted in _____ Charge (s) _____

Spouse's Cell Number(s) _____ Spouse's Email Address _____

No. of people who will occupy unit - Adults (over age 18) _____ Description of Pets _____

Names and ages of others who will occupy unit _____

In case of emergency notify _____ Address _____ Phone _____

RESIDENCE HISTORY (Seven Years History Required)

A. Present address _____ Phone _____
(Include unit/apartment number, city, state and zip code)

Apt. or Condo Name _____ Dates of Residency: From _____ to _____

B. Previous address _____
(Include unit/apartment number, city, state and zip code)

Apt. or Condo Name _____ Dates of Residency: From _____ to _____

C. Previous address _____
(Include unit/apartment number, city, state and zip code)

Apt. or Condo Name _____ Dates of Residency: From _____ to _____

Are you using a realtor? Yes _____ No _____ If yes: Realtor's name _____

Email Address _____ Cellular Phone _____

Driver's License Number (Primary Applicant) _____ State Issued _____

Driver's License Number (Secondary Applicant) _____ State Issued _____

Make _____ Type _____ Year _____ License Plate No. _____

Make _____ Type _____ Year _____ License Plate No. _____

If this application is not legible or is not completely and accurately filled out, Associated Credit (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility.

By signing the applicant recognizes that the Association and Associated Credit will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of Associated Credit Reporting, Inc.

Applicant's Signature _____ Date _____ Spouse's Signature _____ Date _____

ASSOCIATED CREDIT REPORTING, INC.

Established 1985

4690 NW 103rd Avenue, Sunrise, Florida 33351

www.associatedcreditreporting.com

*****AUTHORIZATION FORM*****

I/We hereby authorize Associated Credit Reporting, Inc. to obtain data to verify any and all information they request with regards to my/our Application for Occupancy, specifically the verification of my credit history and criminal record history.

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to the authorized party designated on the Application for Occupancy, for their exclusive use only. **PLEASE INCLUDE COPY OF DRIVER'S LICENSE TO CONFIRM IDENTITY.** If you do not have a driver's license, please include a copy of your Passport or current government issued identification card.

I/We acknowledge our rights as stated in the Fair Credit Report Act that I/we are entitled to a copy of the report upon proper written request and can dispute any inaccurate information for re-verification. I/We understand that Associated Credit Reporting, Inc. is not directly involved in the approval or denial of any applicant. The information received by Associated Credit Reporting, Inc. shall be held in strict confidence, protected as governed under the Fair Credit Reporting Act, and will never be released to any third party other than the designated recipient. I/We further understand that this is a non-refundable process.

By signing below, I/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper legal signature. I/We certify (or declare) under penalty of perjury that I/We agree to the foregoing and; that all answers and information contained on the Application for Occupancy are true and correct and will hold Associated Credit Reporting, Inc. harmless from the result of the investigation.

(Applicant's Signature)

(Spouse's Signature)

(Applicant's Name Printed)

(Spouse's Name Printed)

(Date Signed)

(Date Signed)

**1. APPENDIX A
PROPRIETARY LEASE**

INDENTURE OF LEASE, made the _____ day of _____, 20____ by and between VENETIAN PARK, INC., a Florida corporation, hereinafter called the Lessor, and _____ hereinafter called the Lessee.

WHEREAS, the Lessor is the Lessee of the land and improvements in LOTS 5 and 6 of BLOCK 22, LOT 15 of BLOCK 23, LOT 6 of BLOCK 23, of VENETIAN ISLES THIRD SECTION, PLAT BOOK 47, PAGE 13, BROWARD COUNTY, FLORIDA and the Easterly one-half of the North one-half of the Southwest one-quarter of the Southwest one-quarter of Northeast one-quarter of Section 18, Township 48 South, Range 43 East, Broward County, Florida hereinafter called the Building; and

WHEREAS, the outstanding capital stock of the Lessor is 1072 shares, all of which are \$1.00 par value and of which the Lessee owns _____ shares, which entitles the Lessee to a Lease of APT _____ in said building under the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and of the rents, covenants and agreements, hereinafter provided and contained, the Lessor leases to the Lessee, subject to the terms and conditions hereinafter expressed, and the Lessee hereby hires and takes from the Lessor that certain Apartment in the Building known as APT No. _____ (hereinafter referred to as the apartment.)

TERM: TO HAVE AND TO HOLD the apartment, with the appurtenances unto the Lessee and the executors, administrators, personal representatives, legatees and authorized assignees of the Lessee, upon the terms and conditions herein set forth from the _____ day of _____, 20____, (or from the date when a certificate has been issued by the appropriate governmental authority permitting the occupancy of the said building) until the _____ day of _____ (unless the term shall sooner expire as hereinafter in this lease provided.)

RENT: The rent for each year of said term shall be equal to the proportionate share as hereinafter provided of the total amount of the cash requirements for the operation of the building as hereinafter defined for said year. Such rental shall be equal to that proportion which the number of shares of the Lessor owned by the Lessee bears to the total number of such shares of the Lessor

corporation issued and outstanding, of the amount of money which the board of directors of the Lessor shall in each year, by resolution duly adopted, estimate will in their judgment be required by the Lessor, during the current or ensuing year (in addition to its other prospective income for the said year, and the surplus, if any, earned during the preceding year) for the payment for all prospective expenses and outlays by the Lessor, in connection with the ownership, maintenance, and operation of said real estate and building, including, among other things, the payment of taxes, assessments, ground rents, water rates, insurance premiums, operating expenses, the cost of repairs, the payment of any other liens, the meeting of deficits in the previous years, if any and the creating of a reserve or surplus fund for the payment of other corporate purposes, which said rent shall be paid when fixed, and in whole or in installments as required by such resolution adopted by the said board of directors.

The board of directors of the Lessor shall have full power to determine the manner of maintaining and operating the premises, and any expenditures made by the Lessor's officers or under their direction or approval shall as against the Lessees be deemed necessarily and properly made for such purposes, and at the end of each year of the term a statement of the income and disbursements and of the Paid-in surplus of the Lessor for that year shall be given to the Lessee.

The power and authority to determine and establish the amount of and to require payment of the rent above provided for, shall be possessed only by the Board of Directors of the Lessor elected by its stockholders and shall not pass to or be exercised by:

- a) Any creditor, receiver or trustee of the Lessor or any representative of any such creditor, receiver or trustee;
- (b) Any board of directors elected by any such creditor, receiver or trustee or by any representative of any such creditor, receiver or trustee.

ARTICLE I

THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

First: **REPAIRS:** The Lessor shall keep in good repair the building's foundations, sidewalks, walls, supports, beams, roofs, gutters, fences, entrances, street and court doorways, main halls, main stairways, pipes, electrical conduits, and all plumbing and apparatus intended for the general service of the building and shall properly maintain all lawns and shrubbery, it being agreed that the

Lessee shall give the Lessor prompt notice of any accident or defect requiring repairs to be made, and shall at all reasonable times allow the agents of the Lessor to enter and inspect the premises hereby demised, in order to see what repairs of the kind are needed and, upon reasonable notice, to remove such portions of the walls, floors and ceilings of said premises as may be required for the purpose of making such repairs, which portions so removed the Lessor, shall, as soon as such repairs can reasonably be finished, replace in good condition as before removal; all such repairs to be at the expense of the Lessor, unless the same shall have been rendered necessary by the act of neglect or carelessness of the lessee, or any of the family or employee of the Lessee, in which case the expense is to be borne by the Lessee.

Second: **MAINTENANCE:** That the Lessor shall maintain and manage the said building as a first-class apartment house, and shall keep the roof and sidewalks and courts about the building clean and the public halls and stairways clean and free from obstruction and properly lighted, and shall, without extra cost to any Lessee, provide all apartments in said building with a proper and sufficient supply of cold water, and maintain the swimming pool, Clubhouse, and shuffleboard courts.

Third: **FURNISHING OF SERVICE:** The Lessor shall use due diligence in furnishing water, light and service. However, in case any repairs shall become necessary, through accident or otherwise, and until such repairs are completed, the Lessor shall not become liable for interruption of the supply of water, electricity, nor for any accident occurring in or about the said building in the operation of the water, or lighting apparatus or otherwise; nor for any damage, injury or loss which the Lessee may sustain, unless the same shall be caused by negligence or the part of the Lessor.

Fourth: **DAMAGE TO BUILDINGS:** In case the building shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as is reasonably possible, at the expense of the Lessor, so as to conform substantially to the plans and specifications under which the building was completed; but this obligation to restore shall not apply to any additions, improvements or fixtures in the apartment, which under the terms of this lease, the Lessee has the right to remove. In case the damage shall be so extensive as to render the apartment untenable and the Lessor shall be insured against the loss of rent by reason thereof, the rent hereunder, to the extent of the insurance monies collected on account of such loss of the rent, shall cease until the apartment shall again be rendered tenantable; and

in case of the total destruction of the building by fire or otherwise, the rent shall be paid up to the time of such destruction and thereupon this lease shall cease.

Fifth: **BOOKS OF ACCOUNT:** The Lessor shall keep full and correct books of account, and the same shall be open during all reasonable hours of inspection by the Lessee or a representative of the Lessee.

Sixth: **PORCHES:** The Lessee of apartments adjoining porches or terraces, or balconies shall have the privilege of using the same.

Seventh: **ACCOMPANYING STOCK TO BE SPECIFIED IN LEASE:** In every lease heretofore executed by the Lessor there has been specified, and in every lease hereafter executed by it there will be specified, the number of shares of the capital stock of the L: Lessor owned by the Lessee therein, which number, in relation to the aggregate of all numbers of shares similarly specified in all leases shall constitute the basis for fixing, as hereinbefore provided, the proportionate share of the aggregate amount of the cash requirement of the Lessor, as hereinbefore defined, which shall be payable as rent by the Lessee.

Eighth: **CHANGES IN TERMS AND CONDITIONS OF LEASE:** All leases of apartments in the building hereafter executed shall be in the form of this lease. The Lessor will not make or consent to any change or alteration in the terms or conditions of any lease which shall have been executed by the Lessor (as distinct from the house rules) unless such change or alteration shall be made pursuant to the affirmative vote, taken at a meeting called for that purpose, or the written consent, of the Lessees owning at least two-thirds of the number of certificates of shares.

Ninth: **QUIET ENJOYMENT:** The Lessee, upon paying the rent and performing the covenants and complying with the conditions on the part of the Lessee to be performed, as herein set forth, shall, at all times during the term hereby granted, quietly have, hold and enjoy, the apartment without any suit, trouble or hindrance from the Lessor.

Tenth: **INSURANCE COVERAGE:** That the Lessor will keep said building insured in an amount not less than eighty per cent (80%) of the value thereof, against loss or damage by fire and with extended coverage, and in case said building shall be partially damaged by fire, it shall be repaired as speedily as possible at the expense of the Lessor conformably with the plans and specifications on

which the building was erected. In the case of total destruction of said building by fire or otherwise, this lease shall terminate, unless the insurers shall elect to rebuild the building pursuant to the provisions of the policies of insurance, in which event this lease shall continue in force with respect to the corresponding premises in the building so rebuilt. In case of complete destruction and the insurers do not rebuild, the owners of 80% of the stock of the Lessor may decide whether the Lessor shall rebuild or liquidate.

Eleventh: CONDITIONS UNDER WHICH LESSOR MAY SELL OR ENCUMBER FEE:

The Lessor covenants and agrees with Lessee that it will not sell the fee simple interest, if owned, in the demised apartment or apartment buildings, or the land occupied thereby, or any part thereof, nor will it in any wise encumber the demised premises without the consent in writing at the time of the sale or no less than ninety percent (90%) of the Lessor corporation stockholders.

Twelfth: HOUSE RULES: The Lessor may at any time, by resolution of the Board of Directors, establish House Rules for the management and control of said buildings, not inconsistent with the Charter and By-laws of the Lessor corporation, and change the same from time to time. It is agreed that this lease shall be, in all respects and at all times, subject to said House Rules and those hereafter established, and to the By-laws of the Lessor corporation, to the same extent as if they were written herein: and the Lessee covenants to obey all such rules and to require them to be obeyed by the members of the Lessee's family, guests, agents and employees: provided, however, that all such By-laws, rules and regulations shall affect all leases to stockholders uniformly.

ARTICLE II

THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

First: PAYMENT OF RENT: That the lessee will pay to the Lessor, or its agents, said rent upon the terms and at the times and in the manner herein provided. If the Lessee fails to pay an installment of rent within one month from the date same becomes due, the said Lessee shall pay an administrative late fee in the amount not to exceed the greater of \$25 or 5% of each installments of the assessment for each delinquent installment that the payment is late, and interest shall accrue on the unpaid installment at the rate of 18% per annum from the date when such installment shall become due to the date of the payment thereof. Any payments received by the association shall be applied first to

any interest accrued, then to any administrative late fees, then to any cost and reasonable attorney's fees incurred in collection, then to the delinquent assessment, and such interest shall be deemed additional rent hereunder.

Second: RIGHTS UPON DEFAULT AND COLLECTION OF RENT FROM TENANTS: In the event an assessment is not paid within 30 days of the date it first becomes due and payable, the first penalty for such non-payment shall be the posting by the Treasurer on the corporation's premises, of the name of the delinquent stockholder: providing, however, that at least 15 days before such name is posted, the Treasurer shall give a second notice to the delinquent stockholder of the assessment due. If any Lessee shall default in the payment of an assessment, for which assessment the above two notices have been given by the Treasurer, and such Lessee shall continue in default thereof for six (6) months after the same first became due, or shall continue, after the notice, for sixty days to violate any of the covenants or conditions of the lease or of the house rules and regulations adopted by the Board of Directors, said Lessee agrees that he is to be regarded legally, as a tenant at sufferance in said apartment and that the Directors may, without further notice or demand for the assessment, institute proceedings in forcible entry and detainer or other suitable action: and such above defaults, or either of them, shall entitle the corporation to judgment for possession. In the event such legal proceedings shall be instituted because of the default of the Lessee in the payment of assessments and said suit shall conclude in favor of the corporation, the premises and the furnishings therein may be sold at public sale (after notice of same once a week, for four weeks, given in a news paper of general circulation in BROWARD County, Florida) to such party as can be accepted by the Board of Directors, or they may be rented by the Board of Directors: and the proceeds of said sale or rental shall be used to pay all expenses incurred in such proceeding, including reasonable attorney's fees, and all past due assessments, and the pro-rata share of said apartment for expenses, upkeep, or maintenance of buildings, and all other current assessments and expenses; and the balance, if any, if the premises and furnishings are sold, shall be paid to said Lessee, and if rented, the premises returned to him as soon as the debts are satisfied. It is expressly understood that all the shares of stock of the respective Lessee shall be considered, and are hereby declare to be, continuously pledged to the corporation for the payment of any obligation to the corporation on the part of the holder of said shares of stock and of any

occupant or lessee under a stockholder's proprietary lease. In the event the above mentioned legal proceedings are successfully concluded in favor of the corporation because of a lessee's violation of house rules and regulations, or his violation of the covenants, conditions and provisions of the lease (other than for payment of assessments)' then the lessee shall have no rights as lessee but shall have only his rights as stockholder, and he shall not be reinstated by the Board of Directors giving their approval for his reinstatement until he has satisfied the Board of Directors that he will comply with the rules and regulations adopted by the Board of Directors and the covenants, conditions, and provisions of his lease; and the Board shall have the right to demand what ever reasonable guarantee, including bond, the Board determines should be given by said stockholder for the performance and fulfillment by him of the foresaid requirement.

Third: FAILURE TO FIX RENT: That the omission of the Board of Directors of the Lessor, after the expiration of any year of said term, to fix the rental hereunder for that or for the next year, shall not be deemed a waiver or modification in any respect of the covenants or provisions of this lease or a release of the Lessee from the obligation to pay any installment of rental for that or any subsequent year, if later determined.

Fourth: USE FOR PRIVATE RESIDENCE ONLY: The Lessee shall not, at any time during the term of this lease, use or permit the use of any part of the demised premises for any purpose other than as a private residence for the Lessee and family, and shall not use Lessee's apartment for any purpose that will injure the reputation of said building or disturb the tenants thereof, and Lessee shall not suffer anything to be done or kept therein which will increase the rate of fire insurance upon the said building or the contents thereof, or do anything which will interfere with rights of other tenants or obstruct the common walks, parking areas or stairways leading out of said building, or annoy other tenants by unreasonable sounds or otherwise. The Lessee agrees to comply with all regulations and requirements of the County and State Health Departments and of any other governmental authority. If, by reason of any use of said premises by Lessee shall be personally liable to the Lessor for the increased cost of insurance, which increase shall be added to the Lessee's assessment and collected with the next assessment as a special assessment to be paid by the Lessee. It is understood, however, that at no time shall the apartment be occupied by more than _____ persons. The Lessee will not permit the

apartment to be occupied by any minor under the age of 12 years; provided, however, that occasional visiting children (not more frequently than for two weeks out of any period of three months) shall not constitute a violation of this requirement.

Fifth: ASSIGNMENT AND SUB-LETTING: Except as in the lease otherwise provided: The Lessee shall not, nor shall the personal representative of the Lessee, sublet the whole or any part of the said demised premises, for any term to any person or persons without the consent there to of one-half plus one of the stockholders or directors of the Lessor corporation, nor shall the Lessee or the personal representative of the Lessee, assign this lease without written consent there to of the Lessor, first had and obtained, which consent shall always be given for an assignment of this lease to any person or persons who shall have acquired all the shares of capital stock of the Lessor issued to the Lessee to accompany this particular lease. The assignee shall deliver to the Lessor an instrument in writing and agreeing to perform all the obligations of the Lessee hereunder. It is expressly understood and agreed that the character of and restriction upon the occupancy of the demised premises, as hereinbefore expressed and limited, is an especial consideration and inducement for the granting of this lease by the Lessor to the Lessee, and that in the event of a violation by the Lessee of the restrictions and covenants herein contained in respect to either subletting or assignment, this lease will be terminated and will expire at the option of the Lessor as hereinbefore provided. It is specifically covenanted and agreed between the parties that all shares of stock of the Lessor accompanying this lease must be transferred to the assignee and all sums due from the Lessee must be paid to the Lessor before the recognition of the assignment shall be required of the Lessor.

Sixth: RELEASE OF LESSEE UPON ASSIGNMENT: Whenever the Lessee shall, under the provisions of this lease, be permitted to assign and shall so assign the same, and the assignee shall deliver to the Lessor an instrument in writing assuming all of the unfulfilled obligations of the assignor hereunder, the assignor shall have no further liability on any of the covenants of this lease to be thereafter performed and, upon the making of the assignment of this lease, as herein provided and permitted, this lease shall, at the election of the Lessor, be surrendered, and a new lease for the remainder of the term of this lease, in the same form, shall in such case be entered into between the Lessor and the assignee. No executor, administrator, personal representative or successor of the

Lessee or trustee, or anyone to whom the interest of the Lessee hereunder shall pass by law, shall be entitled to assign this lease, or to sublet the apartment or any part thereof, except upon compliance with the other requirements hereof and in accordance with the Charter and By-laws of the Lessor Corporation.

Seventh: **INTERIOR REPAIRS:** That the Lessee shall keep the interior of said apartment and all plumbing belonging thereto in good repair, and that the Lessor shall not be held answerable for any repairs in or to said apartment, except as hereinbefore specifically provided, nor for any damage caused to the premises hereby demised, or any of its contents, by leakage or overflow of water, or steam, or from any water pipe, steam pipe, drain pipe, electrical conduit, basin, tub or other receptacle belonging or appertaining to any other apartment in said building, unless the damage shall have been caused by the act or neglect of the Lessor or its employees, and that in case of the refusal or neglect of the Lessee, during ten days after notice in writing from the Lessor, to make such repairs or restore the demised premises to good condition, such repairs or restoration may be made by the Lessor, which shall have the right, by its officers or authorized agents, to enter the demised premises for that purpose, and to collect the cost of such repairs or restoration as if the same were rent of said premises, and that the Lessee shall pay for the electric light and power used in said apartment, as shown by meter, and shall also pay for the private telephone service.

Eighth: **ALTERATIONS:** That the Lessee shall not make any structural alterations in said apartment, or in the plumbing or other fixtures connected therewith, without the written consent of the Lessor, and shall on the last day of the term hereby granted, or upon a sooner termination of this lease, surrender to the Lessor possession of the demised premises, including all alterations, additions and improvements which cannot be removed without damage to the apartment.

Ninth: **LIENS AND SUBORDINATION:** In case there shall be filed a notice of mechanic's lien against the building for, or purporting to be for, labor or material alleged to have been furnished or delivered at the building or apartment to or for the Lessee, or anyone claiming under the Lessee shall forthwith cause such lien to be discharged by payment, bonding or otherwise; and if the Lessee shall fail to cause such lien to be discharged by payment, or otherwise, within twenty days after the filing of such notice, the Lessor may cause such lien to be discharged by bonding or by paying the amount thereof or

otherwise, without investigation as the validity thereof or of any offsets or defenses thereto, and shall have the right to collect, as additional rent, all amounts so paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorney's fees and disbursements, together with interest thereon from the time or times of payment. In the event a mortgage shall be negotiated by the Lessor at any time in the future, this lease shall be subject to the lien of such mortgage or mortgages which shall at any time be placed on the property aforesaid by authority of the directors and stockholders of the Lessor, and that the Lessee shall at any time on demand, execute any instrument that may be required by any mortgage, or by the Lessor, for the purpose of formally subjecting this lease to the lien of any such mortgage or mortgages.

Tenth: **COOPERATION:** That the Lessee shall always in good faith endeavor to observe and promote the cooperative purpose which the Lessor was incorporated to accomplish.

Eleventh: **REPAIRS TO BE MADE BY THE LESSOR:** That the Lessor and its agents shall be permitted to visit and examine the demised premises at any reasonable hour of the day, and workmen may enter at any time, when authorized by the Lessor or the Lessor's agents, to make or facilitate repairs to any part of the building and if the Lessee shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, the Lessor or the Lessor's agent may forcibly enter the same without rendering the Lessor or such agents liable to any claim or cause of action for damages by reason thereof(if during such entry the Lessor shall accord reasonable care of the Lessee's property), and without any manner affecting the obligations and covenants of this lease. It is, however, expressly understood that the right and authority hereby reserved does not impose, nor does the Lessor assume, by reason thereof, any responsibility or liability whatsoever for the care or supervision of said premises, or any of the pipes, fixtures, appliances, or appurtenances therein contained or therewith in any manner connected.

Twelfth: **WAIVERS:** The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any covenants of this lease, or to exercise any option herein contained, or to serve any notice, or to institute any action or summary proceedings or otherwise to act as though this lease had expired pursuant to the provisions hereof, shall not be construed as a waive or a

relinquishment for the future, of such covenant or option, or right thereafter to serve notice and to have this lease expire under the provisions, but such covenant or option or right shall continue and remain in full force and effect. The receipt of the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by an officer of the Lessor pursuant to authority contained in a resolution of its Board of Directors. Even though the Lessor shall consent to an assignment hereof or to any subletting, no further assignment or subletting shall be made without express consent in writing by the Lessor.

Thirteenth: **NOTICES:** Any notice by the Lessor to the Lessee shall be deemed to be duly given, and any demand by the Lessor upon the Lessee shall be deemed to have been duly made, if mailed by registered or certified letter in any general or branch post office enclosed in a post paid envelope addressed to the Lessee at the building in which the demised premises are situate. Any notice by the Lessee to the Lessor shall be deemed to be duly given, if in writing and delivered to an officer of the Lessor, or to its appointed agent or manager at its office address.

Fourteenth: **ATTORNEY'S FEES:** If the Lessee shall at any time be in default hereunder, and if the Lessor shall institute an action or summary proceedings against the Lessee based upon such default, then the Lessee will reimburse the Lessor for the expense of attorney's fees and disbursements thereby incurred by the Lessor, so far as the same are reasonable in amount, and the Lessor shall have the right to collect the same as if a part of the rent of said premises.

Fifteenth: **LESSOR'S IMMUNITIES:** The Lessor shall not be liable for any failure, interruption or curtailment of the water supply, electric current, or other service to be supplied by the Lessor hereunder, or for injury or damage to person or property caused by the elements or by another tenant or person in the building, or resulting from steam, gas, electricity, from any of its pipes, drains, conduits, radiators, boilers, tanks, appliances or equipment, unless caused by or due to negligence of the Lessor or for any such failure, interruption or curtailment, injury or damage due to strike, labor dispute or other occurrences beyond the Lessor's control; and no diminution or abatement of rent or other compensation due the Lessor shall be claimed or allowed thereof, or for inconvenience or discomfort arising from the making of repairs or for improvements to the building or its appliances, or for

any space taken to comply with any law, ordinance or order of a governmental authority. The Lessor shall not be liable for interference with light or other incorporeal hereditaments by anybody other than the Lessor. The Lessor shall not be responsible for any package or article left with or entrusted to any employee of the Lessor. If the Lessor shall, before, during or after the term of the lease, furnish to the Lessee the use of any storage space, laundry or other facility outside the apartment the same shall be furnished gratuitously by the Lessor, and if any person shall use the same, such use shall be entirely at the risk of such person, and the Lessor shall not be liable for any loss of property therein, or for any damage or injury whatsoever to person or property therein or in connection therewith.

ARTICLE III

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

, the Lessor shall give to the Lessee a notice stating that the term hereof will expire at a date not less than First: **EXPIRATION OF LEASE:** This lease is accepted and executed by the Lessee upon the express conditions, that if, upon or at any time after the happening of any of the events mentioned in subdivision (a) to (g) inclusive of this Article III thirty (30) days thereafter, then, if the condition which was the basis of such notice shall continue to exist at such date so fixed in such notice, this lease shall expire on the date fixed in such notice:

- (a) In case the shares of capital stock which are appurtenant to this lease shall be acquired by the Lessor;
- (b) In case at any time during the term of this lease the holder thereof shall cease to be the owner of said shares of stock or this lease shall pass or be assigned to any one who is not then the owner of said shares, except that, upon the death of any holder, of this lease, this condition shall be suspended pending a sale of said shares to the Lessor, or pending an assignment of this lease to an owner of said shares who shall have acquired the same as an entirety.
- (c) In case at any time during the term of this lease:

(1) any holder hereof shall be declared a bankrupt under the laws of the United

States; or

- (2) a receiver of all of the property of such holder or of this lease shall be appointed under any provisions of the laws of the State of Florida, or under any statute of the United States, or any statute of any state of the United States; or
 - (3) any holder hereof shall make a general assignment for the benefit of the creditors of such holder; or
 - (4) any of the shares of said stock owned by such holder shall be duly levied upon under the process of any court whatever; or
 - (5) any of the shares of said stock owned by such holder shall be sold pursuant to the terms of any agreement whereby said stock shall have been pledged as collateral security.
- (d) In case of any assignment of this lease or any subletting thereunder without the consent herein required, except as herein expressly allowed.
- (e) In case the Lessee shall default for a period of one month in the payment of rent or in any installment thereof as herein provided for.
- (f) In case the Lessee shall default in the performance of any covenant or provision hereof, other than the covenant to pay rent, for thirty (30) days after a written notice of such default shall have been given by the Lessor.
- (g) In case at any time the Lessor shall determine, upon the affirmative vote of the holders of at least three-fourths in amount of the capital stock outstanding, at a stockholders' meeting duly called to take action on the subject, that because of objectionable conduct on the part of the Lessee, or of a person dwelling in or visiting the demised premises, the tenancy of the Lessee is undesirable, and the Lessor shall give the Lessee a notice stating that the term hereof will expire at a date not less than thirty(30) days thereafter, then this lease shall expire on the date so fixed in said notice. To repeatedly violate or disregard the rules and regulations hereto annexed, or hereafter established as herein provided, or to tolerate a person dissolute, loose or immoral character to enter or remain in the building or demised

premises shall be deemed to be objectionable conduct.

Provided, however, in any case described in subdivision (c) above, where the Lessor shall exercise its option to terminate its lease, and where the Lessee shall have made no default in any of the Lessee's covenants and agreements in this lease contained, that the Lessor shall, on exercising such option, either purchase or offer to purchase the shares of stock of the Lessee above mentioned at the fair appraised value thereof to be determined as herein provided, or grant to any purchaser of said shares of stock, who would be acceptable to the Lessor as a tenant of said building and who applies therefore within thirty(30) days after the purchase of such stock, a new proprietary lease of said apartment for the balance of the term of this lease and on the same rents, covenants and conditions herein contained; and should the parties hereto fail to agree upon the value of such shares, the same shall be determined by appraisers, each of whom shall have been engaged for at least ten (10) years in the business of dealing in, appraising, acting as agent for, or broker upon sales of real estate in Florida, one appointed by the Lessor and one by the Lessee, who failing to agree, shall choose a third, whereupon the value shall be fixed by any two of such appraisers, and the expense of appraisal shall be paid out of the proceeds of such shares; if legal representative of the Lessee refuse or fail to appoint such appraiser, then the appraiser appointed by the Lessor shall fix such value, the value so fixed shall be final and conclusive upon such legal representative of the Lessee and be accepted by such legal representative, in full payment of such shares.

It is hereby expressly agreed that the provisions contained in this article for the expiration or termination of this lease are intended to be and they shall be construed as conditional limitations, and upon the expiration and termination of this lease, as provided in any of the subdivisions of this article, it shall thereupon be lawful for the Lessor to re-enter the demised premises and to remove all persons and personal property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, and to repossess the demised premises in its former state as if this lease had not been made.

The Lessee hereby expressly waives any and all right of redemption in case the Lessee shall be dispossessed by judgment or warrant of any court or judge. The words "enter", "re-enter" and "re-entry" as used in this lease, are not restricted to their technical legal meaning. In the event of a

breach or threatened breach by the Lessee of any of the covenants or provisions hereof, the Lessor shall have the right of injunction, and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for.

Second: **TRANSFER OF STOCK:** The shares of stock of the Lessor held by the Lessee have been acquired and are owned subject to the following conditions which have been agreed upon with the Lessor and with each of the other Lessees for their mutual benefit.

(a) The shares represented by each certificate are transferable only as an entirety.

(b) Neither the Lessee or the Lessee's personal representatives shall sell or transfer said shares except to the Lessor, or to an assignee of this lease after compliance with all the provisions of this lease relating to assignments-- the original assignment for financed original purchase of the apartments excepted.

Third: **MARGINAL HEADINGS:** The marginal headings of the several paragraphs of this lease shall not be deemed a part of this lease.

Fourth: The provisions of this lease cannot be changed orally.

Fifth: **TO WHOM COVENANTS APPLY:** Except as otherwise in this lease provided, the references herein to the Lessor shall be deemed to include its successors and assigns, and the references herein to the Lessee or to a stockholder of the Lessor shall be deemed to include the executors, administrators, personal representative, legatees and assigns of the Lessee or of such stockholder, and the covenants herein contained shall apply to, bind and inure to the benefit of the Lessor and its successors and assigns, and the Lessee and the executors, administrators, personal representatives, legatees and assigns of the Lessee; but nothing in this lease contained shall be deemed to confer any right or benefit on any creditor or third party.

Sixth: **COMMERCIAL USE OF APARTMENTS PROHIBITED:** The Lessee's apartment shall not be used for a school, or to give instructions in music or singing, or for any other professional, commercial or gainful purpose, and said apartment shall not be offered for sale or for lease by placing notices on any door, window, or wall of the building.

Seventh: **NO PETS:** There shall be no pets kept, housed, maintained or otherwise

permitted to remain upon the demised premises or in any of the apartments in subject building.

Eighth: RELEASE OF LESSEE'S LIABILITY: Whenever the holder of any proprietary lease shall, under the provisions thereof, be entitled to assign the same and shall so assign it and the assignees shall deliver to the Lessor an instrument in writing assuming all of the unfilled obligations of the assignor thereunder, such holder shall have no further liability on any of the covenants thereof, and whenever the holder of any proprietary lease shall surrender the same herein provided, such holder shall have no further liability on any of the covenants of the lease so surrendered.

Ninth: MEANING OF "MAJORITY AND QUORUM": Wherever herein reference is made to a "majority" it shall be deemed to mean a majority of stockholders actually voting at any meeting where a quorum is present and at which such voting occurs. It is understood that a "quorum" of stockholders shall mean a majority of all stockholders of stock of the corporation. The term "vote" and "voting" means voting in person or by written proxy.

Tenth: MISCELLANEOUS Whenever in this lease there is referred to any determination or other action by the Lessor or by the Board of Directors of the Lessor, such determination or other action, except as otherwise specifically and expressly provided in this lease, shall be made or taken by a majority of the Board of Directors of the Lessor, without the concurrence, review, or other action of the shareholders of the Lessor or any of them.

The term "lessee" shall when used in this instrument, refer to the plural as well as the singular and both feminine and masculine, as the text may require. Any possessive adjective or pronoun in the masculine shall refer to the plural and to the feminine, where the context may require.

Any sums whatsoever heretofore paid by the Lessee in connection with this lease or the demised apartment unit, or said shares of stock, but not provided for in the lease, shall not be deemed to be a discharge of any obligation or undertaking of the Lessee, as set forth in this lease.

Lessee will pay for the cost of electricity and telephone used in the demised apartment unit. This lease shall be and is binding upon the Lessor, its successors and assigns, and upon the Lessee, his heirs, successors, assigns and personal representatives.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be signed by its

President, duly attested by its Secretary, and its corporate seal to be affixed hereto, and the Lessee has / have executed this instrument under seal, the day and the year first above written.

LESSOR: VENETIAN PARK, INC.

A Florida Corporation

BY: _____

President: _____

Attested to By: _____

Secretary: _____

Witnessed By: _____

LESSEE _____

Print Name: _____

Print Name _____

LESSEE: _____

Print Name: _____

Print Name _____

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on the _____ day of _____ 20____

personally appeared _____ as LESSEE(S), who is/are personally

known to me or who produced _____ as identification.

NOTARY PUBLIC