

**ISLE OF PARADISE "D", INC.
470 Paradise Isle Boulevard
Hallandale, Florida**

CO-OPERATIVE APARTMENT PROPRIETARY LEASE

For Apt. No. ____

THIS CONTRACT made the ____ day of _____, 20____, between ISLE OF PARADISE "D", INC., a Florida corporation (hereinafter called the 'Co-operative'), and

a resident member of such Co-operative (hereinafter called the "Member"),

W I T N E S S E T H :

That the Co-operative and the Member do mutually agree as follows:

1. Subject to all of the terms and conditions herein contained, the Co-operative hereby transfers and conveys to the Member, and the Member hereby accepts the right of use and enjoyment of Apartment No. _ (hereinafter referred to as the "Apartment"), in the apartment building known as Isle of Paradise Apartments Building "D" located at 470 Paradise Isle Boulevard, Hallandale, Broward County, Florida, legally described as follows:

Tract D of ISLE OF PARADISE, according
to Plat thereof recorded in Plat Book 59,
page 8, of the Public Records of Broward
County, Florida;

together with the right of ownership, use, and enjoyment, in common with the other members, of the other and common property of the Co-operative, not specifically – included in, and granted to, the other members in their respective apartments, and except as herein limited and restricted.

2. (a) Membership in the Co-operative shall be limited to owners of Co-operative Apartment Proprietary Leases (hereinafter referred to as "Leases"). A separate Lease shall be issued for each apartment unit, shall constitute a single membership, and shall entitle the holder or holders thereof to one (1) vote in the management of the affairs of the Co-operative. . of

(b) Membership may be either "resident" or special". Any natural person owning a Lease under which the owner is currently entitled to occupancy rights, shall be deemed a resident member, and resident membership shall carry with it full voting rights, Any person, trustee, firm or corporation owning a Lease without occupancy rights having been granted by the board of directors shall be deemed a special member, and special membership shall carry with it the right to vote with resident members on matters pertaining to any amendment to

the Certificate of Incorporation, the purchase of leased property, the sale or mortgage of corporate property or the dissolution of the corporation. No other voting rights are accorded special members.

(C) the first holders of Co-operative Apartment Proprietary Leases, whether a person, trustee, firm or corporation, shall be deemed resident members with occupancy rights, and shall be entitled to full voting rights without regard to any provisions recited in this Lease.

3. For the purpose of determining the basis for distribution to members in the event of the sale of the entire corporate property, or upon dissolution of the Co-operative, an assigned Capital value for the entire property has been fixed by the Co-operative at \$352, 500. 00, of which \$ is hereby allocated as the assigned capital value for this Lease.

4. (a) The board of directors shall, from time to time, fix and determine the sum or sums necessary and adequate for the continued ownership and operation of the corporate property, including the establishment and maintenance of Operating funds, payment of all necessary expenses, and payment for any items of betterment. The total requirements, though separately determined as to items, shall be assessed as a single sum against all apartments, and prorated thereto on the basis of 3.759% of total to each of the twelve (12) two-bedroom apartments, and 3.0497% of total to each of the eighteen (18) one-bedroom apartments. Said assessments shall be payable either monthly or quarterly, as determined by the board of directors, and on such dates as ordered by the board of directors. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The board shall have the power to impose reasonable fines against any member who shall not pay the aforesaid regular and/or special assessments within five (5) days after the times that should be stipulated for payment thereof. The Member agrees to promptly pay when due the regular and/or special assessments assessed against his own apartment. No member shall be personally liable for corporate debts to any extent whatsoever.

(b) The Co-operative has assumed (or will assume) a mortgage on the above described property in the face amount of \$310, 000. 00, with an outstanding balance of \$284,700. 00, said mortgage dated Oct. 1, 1964, and recorded in Official Records Book 2888, page 934, of the Public Records of Broward County, Florida. The board of directors, in addition to the assessments provided for in paragraph 50 of the By-Laws of the Co-operative, shall assess and collect from each member his prorata share of the monthly mortgage payment attributable to principal and interest, which shall be 3.86021% of total per apartment as to the twelve (12) two bedroom apartments, and 2.98209% of total per apartment as to the eighteen (18) one-bedroom apartments. Non-payment of the prorata share of the mortgage indebtedness by an apartment holder shall be considered a default the same as the non-payment of assessments provided for in paragraph 50 of said By-Laws. In the event of a prepayment by the owner of an apartment of his respective assigned share of the above described mortgage, all as provided in paragraph 51 of the By-Laws. Of the corporation, said Member shall no longer be assessed in connection with the payment of said mortgage.

5. The Member, so long as he shall comply with the terms and conditions hereof, shall peacefully enjoy the exclusive use of the Apartment, and, in common with others similarly entitled, shall have the use and enjoyment of all community property of the Co-operative. In the interest of the common welfare of all members of the Co-operative, the Member expressly agrees as follows:

(a) That the Apartment shall be used only as a private residence for the use of the Member, his family, guests, and servants, and/or his approved tenant or transferee.

(b) That he will keep the Apartment in good order and repair at his cost and expense, and will make no structural changes, or fixture or equipment substitutions without prior approval of the Co-operative.

(c) That he will not use the Apartment, nor permit the same to be used, for any disorderly or unlawful purpose, and that he and all other occupants of the Apartment will at all times conduct themselves in a quiet and orderly manner to preserve the highest standards requisite to the operation of a first class apartment house.

(d) That he will not lease the Apartment, or transfer the use or possession thereof, without the written consent of the Co-operative, and any! approved leasing shall be on a standard contract form prepared and furnished by the Co-operative.

(e) No member, or approved lessee of a member's Apartment, shall permit any child under the age of twelve (12) years to reside in any of the apartments except as otherwise provided herein, and except for children born to resident members after the acquisition of their Lease.

(f) No one-bedroom apartment in the Co-operative shall be permanently occupied by more than two (2) individuals, and no two-bedroom apartment shall be permanently occupied at any time by more than four (4) individuals, except as otherwise provided herein.

(g) Members, or members' approved sublessees, shall be permitted to have visitor occupants of any age for up to three (3) weeks during any four-month period, or a maximum of nine (9) weeks in any twelve (12) months period; provided that at no time shall any one-bedroom apartment be occupied by more than five (5) individuals, nor any two-bedroom apartment by more than six (6) individuals. The periods referred to herein shall commence on the date the Co-operative receives its Long Term Lease by assignment.

(h) That he will not keep or permit to be kept in or on the Co-operative property, any dog, cat or other pet, except such pets as may have been approved in writing by the Board of Directors of Isle of Paradise "D", Inc.

Member further acknowledges and agrees that such approval may be withdrawn if any such approved pet becomes a nuisance to other members. The following shall govern the type pets that may be approved, and the conditions upon which pets may be kept:

- (1) The only type pets which shall be permitted will be small house dogs (commonly called "lap dogs"); fish, such as gold fish and tropical varieties; birds of the type commonly kept for pets; and Persian, Siamese, or Angora cats.
- (2) No pets shall be permitted any place on the Co-operative property other than in the member's apartment, without being leashed or caged as appropriate. No pets shall be permitted on the recreational area at any time.
- (3) All pets shall be walked only on areas designated for pets by the Board of Directors; and the Board shall make the sole determination as to whether a pet constitutes a nuisance, and upon the Board so finding the member agrees to discontinue the keeping of the said pet immediately upon notification by the Board of Directors of such determination.
- (i) That he will observe and abide by the provisions of this Lease, the Certificate of Incorporation, By-Laws, and Rules and Regulations of the Co-operative, and all Rules and Regulations pertaining to the use of the recreation area and facilities, as now or hereafter constituted, and will abide by rules and regulations of the Southeastern Underwriters' Association for the prevention of fire.

The provisions above set forth in subparagraphs (a) to (i), inclusive, shall, in addition to being a part of this Lease, be considered the initial Rules and Regulations of the Co-operative, and are subject to change or amendment upon a recommendation of the majority of the Directors proposed to the membership, and passed at a regular or special membership meeting at which a quorum is present, and three-fourths of those present vote for such change or amendment. These Rules and Regulations shall be posted on a bulletin board in the lobby of the Co-operative property from time to time as changed or amended, and such changes or amendments shall constitute a part of this Lease as though initially set out herein.

6. In the event of the sale or transfer by the Member of this Lease, whether voluntary or involuntary (excepting, however, transfers by way of pledge only, or in trust with occupancy rights retained by the Member), and upon due notice to the Co-operative of said sale or transfer, all occupancy rights of the Member, and those in possession by virtue of his prior ownership, shall thereupon cease and terminate, and the assignee or transferee shall be deemed the owner of this Lease but without right of occupancy unless and until the same be duly granted by the Co-operative. Unless and until such approval has been obtained, the assignee or transferee shall be deemed a special member of the Co-operative so long as he shall. pay the regular and/or special assessments required under this Lease, and comply with its provisions. Subject to the same limitations imposed on resident members, the right of leasing said Apartment shall be permitted special members. Approval of the right of occupancy shall not be denied any transferee or assignee who, at the time of such transfer or sale (or at the death of a Resident Member, if the transfer results from his death), is or was the Resident Member's lawful spouse or related to him by blood within the second degree.

7. The Co-operative agrees that, to the limit of its resources, it will: 1) provide a high standard of management, 2) pay all taxes and assessments levied against the property of the Co-operative, 3) adequately insure all of the property of the Co-operative against fire, extended coverage, and public liability, together with such other coverages as may be voted on by the members, or as required under the terms of the long term lease assigned to the Co-operative, or by law; 4) set up reasonable operating and maintenance reserves; 5) maintain the property of the Co-operative, other than the members' respective apartments, in good repair; 6) pay the mortgage payments when due; and 7) generally do and perform all other acts reasonably required to insure the sound operation of the Co-operative and to protect the investment of its members. The Co-operative may make and enter into agreements with a management corporation for the purpose of carrying out any or all of the above functions.

8. The Co-operative agrees that it will not sell, lease, exchange, or mortgage its property as an entirety without the approval (by vote or written consent) of three-fourths of all its members, both residential and special, obtained in accordance with the requirements of its Certificate of Incorporation and By-Laws.

9. In the event of the sale of the apartment building, whether occasioned by voluntary or involuntary disposition thereof, or in the event of the dissolution or liquidation of the Co-operative, all members, resident or special, having valid leases then outstanding, shall be entitled to share in the net proceeds of sale, and in any other property as assets authorized to be distributed. Each member shall be entitled to receive as his share of the distributable assets, the same proportion thereof as the then capital value of the the Co-operative, less any sums which the member may then owe the Co-operative, including any arrearage of regular and/or special assessments. Unless otherwise voted by the members, the directors then in office shall serve as trustees for the Co-operative and the members in the division of all distributable assets. Upon any such sale, dissolution, or litigation, as aforesaid, the Member shall surrender to the Co-operative his Lease, together with all of his rights thereunder.

10. (a) In the event of default by a member, resident or special, in the pay meant of any sums, charges, or assessment required to be paid under this Lease, of the By-Laws of the Co-operative, the Co-operative may, by direction of its board of directors, give written notice to the Member in the manner provided for herein and in said By-Laws, that unless said default be cured within twenty (20) days from the date of such notice, that the Lease will be terminated and cancelled. If such default be not cured within the twenty-day notice period aforesaid, the Co-operative may then declare the Lease for the apartment at an amount determined at sufferance, and offer for sale at a substitute Lease for the apartment at an amount determined by the board of directors to be its fair market value. On disposal of the substitute Lease, the proceeds of the sale shall be paid by the Co-operative to the member after deducting therefrom the following items, in the order listed:

- (i) Expense of sale, including reasonable brokerage commission, if any.

- (ii) Any costs or expenses incurred by the Co-operative in evicting the member from the apartment, if said member should have refused to voluntarily vacate in accordance with the terms of his Lease.

(iii) The amount required for repair or damage, if any, to the apartment other than ordinary wear and tear arising out of conditions of normal use and care.

(iv) The amount of any balance due any registered pledgee of the Lease, if any.

(v) Any amounts due the Co-operative by virtue of any unpaid assessments or charges accrued to the date of sale of said substitute Lease.

(b) In the event of violation by the Member of any of the provisions of this Lease, or of the Certificate of Incorporation, or the By-Laws, or of the Rules and Regulations of the Co-operative, as now or hereafter constituted, the Co-operative may, by direction of its board of directors, give notice to the Member in the manner provided for by the By-Laws of the Co-operative to correct and cure such violation, and if the Member should fail to correct and cure such violation Within twenty (20) days from date of said notice, or if the violation shall be persistently renewed, the board of directors may then, in such event, elect either to cancel and terminate the Member's right of occupancy, or to terminate and cancel the Lease. If the board of directors should elect to terminate the Member's right. of occupancy, the Member shall then be treated and considered as a tenant at sufferance, and the Member agrees to promptly quit and surrender the occupancy of said Apartment, and thereafter shall become and be a special member; if the board of directors should instead elect to terminate the Lease upon expiration of said twenty day notice period, the Member shall thereafter be treated and considered as a tenant at sufferance, and agrees to promptly quit and surrender occupancy of said Apartment, and the board of directors shall offer for sale a substitute Lease upon the same terms and Conditions, and in the same manner as in the case where a member's default was for non-payment of any sums, charges, or assessments required to be paid under this Lease, as hereinbefore set forth in paragraph 10 (a) hereof.

11. In the event of termination of this Lease, or termination of the occupancy rights thereunder, the Member, or any other person or persons in possession by or through the right of the Member, shall thereafter be considered and treated as a tenant at sufferance, and shall promptly quit and surrender the Apartment to the Co-operative in good repair, ordinary wear and tear and damage by fire or other, casually excepted, and the Co-operative shall have the right to re-enter and to repossess the Apartment. In the event that the Member, or any other person or persons in possession of the Apartment by or through the right of the Member, shall fail to vacate said Apartment' upon the termination of the Lease, or the occupancy rights; thereunder, as aforesaid, the Co-operative may bring such action or actions as may be necessary under the Laws of the State of Florida to effect an eviction of said Member, or other person or persons, and regain possession of said Apartment. In this connection, it is mutually agreed that the provisions. of Chapters 82 and 83 of the Florida Statutes shall be applicable to any eviction proceedings hereunder. Should it be necessary for the Co-operative to institute legal proceedings in order to regain possession of said Apartment, the Member agrees to pay all court costs and reasonable attorneys' fees incurred by the Co-operative in connection therewith.

12. It is mutually agreed that this Contract is subject to, and the Co-operative and the Member hereby agree to consult and abide by the provisions of the Certificate of Incorporation; the By-Laws (now existing or hereafter adopted); and the Rules and Regulations (now existing or hereafter established) of the Co-operative; together with management agreement, if any, now existing or hereafter approved by the board of directors; and terms of agreement, if any, pertaining to use of the recreation area and facilities; all of which said documents are hereby expressly referred to and made a part hereof. The Member also shall require that the same be faithfully observed by his family, guests, employees, and tenants.

13. (a) The waiver of a breach of any. covenant, condition or agreement herein contained shall not be construed as a waiver of the covenant, condition, or agreement itself, nor any subsequent breach thereof, nor affect the validity of this Lease.

(b) Any notice by the Co-operative to a member shall be deemed to have been duly given, and any demand by the Co-operative upon a member shall be deemed to have been duly made, if the same is delivered to the member at the apartment, or to the member's last known address. Any notice or demand by a member to the Co-operative shall be deemed to have been duly given if delivered to an officer of the Co-operative. All such notices or demands shall be in writing.

(c) In the construction of this Lease words relating to the number and gender of the parties shall be read according to the real number and gender of said parties.

(d) If any clause or covenant herein contained shall be adjudged: invalid, the same shall not affect the validity of the other clauses or covenants of this Lease, or of the Lease itself, or constitute any cause of action in favor of either party as against the other. Any rights and remedies herein given the Co-operative and a member shall be in addition to any and all rights and remedies provided by Law; and the Co-operative and a member shall specifically have the right to prevent or enjoin any breach or threatened breach by the Member or the Co-operative of any of the covenants and provisions herein contained. All remedies herein provided for shall be cumulative.

(e) This Lease shall be binding upon, and inure to the benefit of, respectively, the Co-operative and its successors and assigns, and the Member, his executors, administrators, legal representatives and assigns , subject to the conditions and limitations herein specified.

14. The Co-operative shall maintain a suitable register for the recording of pledged Leases. Any pledgee of a Lease may, but is not obliged to, notify the Co-operative of the pledge, and the terms thereof, furnishing the Secretary of the Co-operative with such information as may be required by the board of directors. In the event notice of default is given any member under the applicable provisions of the By-Laws, a copy of such notice shall likewise be mailed to the registered pledgee. In addition, in event of the sale or mortgaging by the Co-operative of its assets, and prior to any distribution of the proceeds thereof to the members, suitable notice shall be given all registered pledgees. No other obligation is accepted or assumed by the Co-operative with respect to such registration of pledged Leases.

15. The Member hereby agrees that any and all of his rights hereunder in all respects shall be, and the same are hereby, subject to the existing long term lease of which the Co-operative is the lessee, the mortgage assumed by the Co-operative described in paragraph 4(b) hereof, or any such indebtedness which shall hereafter be placed thereon by the Co-operative as permitted by Article III of the Certificate of Incorporation.

IN WITNESS WHEREOF, on the day and year first hereinbefore written, Isle of Paradise "D", Inc. has caused these presents to be signed in its corporate name by its president, and its corporate seal to be hereunto affixed, attested by its Secretary; and the Member has hereunto set his hand and seal.

ISLE OF PARADISE "D", INC.

Attest:

BY: _____

President

Secretary

Witnesses as to Member:

_____(Seal)

_____(Seal)

Member's address:

**ISLE OF PARADISE "D", INC.
470 Paradise Isle Boulevard
Hallandale, Florida**

CERTIFICATE OF INCORPORATION

ARTICLE I.

The name of the corporation is ISLE OF PARADISE "D", INC.

ARTICLE II.

The principal place of business of this corporation shall be located in Hallandale, Broward County, Florida.

ARTICLE II.

The purpose or purposes for which this corporation is organized are as follows:

A. To purchase, lease, or otherwise acquire, operate and manage a single housing project on a non-profit basis, and in the interest and for the housing of its members and other lawful occupants.

B. To lease the apartments in the housing project to its members under leases commonly known as Proprietary Leases. .

C. In furtherance of the foregoing purposes, the corporation shall have the power to purchase, lease, or otherwise acquire, land, both improved and unimproved, and to construct, or cause to be constructed, and locate or purchase, an apartment building and facilities thereon; to manage such property, and to do any and all other things necessary or convenient for the fulfillment of the purposes of this corporation.

D. To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

E. To borrow or raise moneys for any of the purposes of the corporation and from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, .pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

F. The foregoing objects and purposes shall, except when otherwise expressed, be in no way limited to or restricted by reference to, or inference from the terms of any other clause of this or any other Articles of this Certificate of Incorporation, or of any amendment thereto, and shall each be regarded as independent, and construed as powers as well as objects and purposes.

G. The corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to, or conferred upon, corporations of a similar character by the Laws of the State of Florida, now or hereafter in force, and to do any and all of the things hereinabove set forth to the same extent as natural persons might or could do.

ARTICLE IV.

This corporation shall be organized without capital stock. Membership in the corporation shall be allocated to owners of apartment Proprietary Leases issued by the corporation, and the transfer thereof shall be upon such terms and conditions as shall be provided in the By-Laws.

ARTICLE V.

The corporation is to have perpetual existence.

ARTICLE VI.

The names and residences of the subscribers are as follows:

<u>Names</u>	<u>Residences</u>
S. LEE CROUCH	436 Sunset Drive, Hallandale, Florida
LEONORA S. FERNANDES	3229 Cleveland Street, Hollywood, Florida
RUTH A. LA FAVRE	2843 Funston Street, Hollywood, Florida

ARTICLE VII.

The names of the officers who shall manage the affairs of the corporation, and who are to serve until the first election to be held on January 15, 1966, (or until their successors are duly elected) are as follows:

<u>Names</u>	<u>Office</u>
S. LEE CROUCH	President
LEONORA S. FERNANDES	Vice President
RUTH A. LA FAVRE	Secretary-Treasurer

ARTICLE VIII.

The names and Post Office addresses of the first Board of Directors, who are to serve until the first annual meeting of this corporation (or until their successors are duly elected) are as follows:

Names

S. LEE CROUCH
LEONORA S. FERNANDES
RUTH A. LA FAVRE

Addresses

436 Sunset Drive, Hallandale, Florida
3229 Cleveland Street, Hollywood, Florida
2843 Funston Street, Hollywood, Florida

ARTICLE IX.

The management of the affairs of the corporation shall be conducted by its Board of Directors in accordance with the requirements of its By-Laws. The Board of Directors shall have the power and authority to make, alter and amend the By-Laws of the corporation at any time prior to the holding of the first annual meeting, or when the corporation assumes title to the housing project by purchase

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

A. To set apart out of any of the funds of the corporation a reserve or reserves for any proper purpose, and to abolish any such reserve in the manner in which it was created.

B. When and as authorized by the affirmative vote of three-fourths of the entire membership given at a meeting of the members duly called for that purpose, or when authorized by the membership, to sell, purchase, lease or exchange or mortgage all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration as its Board of Directors shall deem expedient and for the best interests of the corporation.

ARTICLE X.

The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter to amend, alter, change or repeal may be exercised only with the approval of three-fourths of the entire membership obtained by written consent or at a meeting called for such purpose.

ARTICLE XI.

Special provisions for the regulation of this corporation, and in furtherance and not in limitation of the powers conferred by the statutes of the State of Florida, are as follows:

A. No contract or other transaction between the corporation and any other corporation shall be affected by the fact that the directors of the corporation are interested in, or are directors

or officers of, such other corporations; and any director, individually, may be a party to, or may be interested in, any contract or transaction of the corporation. No contract or other transaction of the corporation with any person or persons, firm or association, shall be affected by the fact that any director or directors of the corporation may be a party or parties to, or interested in, any contract or transaction with such person or persons, firm or association; provided, that the interest in any such transaction or other contract of any such director shall be fully disclosed; and each and every person who may become a director of the corporation is hereby relieved from any liability which would otherwise exist from contracting with the corporation for the benefit of himself or any firms, associations or corporations in which he may in any wise be interested, so long as he has acted in good faith.

B. Any person made a party to any actions, suit or proceeding by reason of the fact that he, his testator or intestate, is or was a director, officer or employee of the corporation, or of any corporation which he served as such at the request of the corporation, shall be indemnified by the corporation against reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such officer, director or employee is liable for negligence or misconduct in the performance of his duties,

C. If the corporation assumes title to the housing project by purchase or lease prior to the annual meeting, to-wit: January 15, 1966, then notwithstanding the provisions in Articles VI and VI hereof, members of the corporation may hold a meeting for the purpose of electing new directors, and the directors when elected (which shall not be less than three nor more than five) shall elect its officers from the directors. The officers and directors of the corporation shall then serve until the next annual meeting, or until their successors have been duly elected.

We, the undersigned, being the original subscribers and incorporators of the foregoing corporation, do hereby certify that the foregoing constitutes the charter of ISLE OF PARADISE "D", INC., and we hereby declare and certify that the facts herein stated are true.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 22nd day of January, A. D., 1965

/s/ S. Lee Crouch (Seal)
S. Lee Crouch

/s/ Leonora S. Fernandes (Seal)
Leonora S. Fernandes

/s/ Ruth A. LaFavre (Seal)
Ruth A. LaFavre

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

I HEREBY CERTIFY that on this 22nd day of January, A.D., 1965, personally came and appeared before me, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, S. Lee Crouch, Leonora 8 Fernandes and Ruth A. LaFavre, all to me known to be the persons described in, and who serially acknowledge to me that they executed, the foregoing Certificate of Incorporation as their free and voluntary act and deed, and for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(Notary Seal Attache

/s/ Fred J. Ward
Notary Public
NOTARY PUBLIC STATE OF FLORIDA at LARGE
COMMISSION EXPIRES JUNE 19, 1968
FUNDED THROUGH FRED W. DIESTELHORST

**ISLE OF PARADISE "D", INC.
470 Paradise Isle Boulevard
Hallandale, Florida**

BY - LAWS

OFFICES

1. The principal office of the corporation shall be in the City of Hallandale, County of Broward, State of Florida.

MEMBERS MEETINGS

2. All meetings of the members shall be held at the office of the corporation in the City of Hallandale, Florida, or may, if the Board of Directors shall so decide, be held at such other place within Broward County, Florida, as shall be determined by the Board.

3. An annual meeting of members, commencing with the year 1966, shall be held on the 13th of January in each year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 8:00 o'clock, P. M. , at which the members shall elect, by a plurality vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.

4. Written notice of the annual meeting shall be served upon, or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days prior to the meeting.

5. At least ten (10) days before every election of directors, a complete list of the members entitled to vote at said election, arranged numerically by apartment units, with the residence of each, shall be prepared by the Secretary. Such list shall be open at the place where the election is to be held for said ten (10) days, to the examination of any member, and shall be produced and kept at the time and place of election during the whole time thereof, and subject to the inspection of any member who may be present.

6. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of five (5) members. Such request shall state the purpose or purposes of the proposed meeting.

7. Written notice of a special meeting of members, stating the time, place, and object of such meeting, and the specific action to be taken thereat, shall be served upon, or mailed to, each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting.

8. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice. '

9. Fifty (50%) per cent of the total number of members of the corporation, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

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

11. At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such member for such meeting. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

12. Whenever the vote of members at a meeting is required or permitted by any provisions of the statute, or of the Certificate of Incorporation, or of these By-Laws , to be taken in connection with any corporate action, the meeting and vote of members may be dispensed with, if all the members who would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such corporate action being taken.

DIRECTORS

13. The number of directors which shall constitute the whole board Shall be not less than three (3) nor more than five (5). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be resident members. The initial Board of Directors shall serve until the first annual meeting of the members, or until their respective successors are chosen and shall qualify. Until the first annual meeting of members, the Board of directors, if less than five (5), may appoint additional directors from among the resident members. Within the limits above specified, the number of directors shall be determined by the members at the (End of original paragraph)

**THE WHITE HOUSE
ISLE OF PARADISE "D", INC.**

**Addendum to Proprietary Lease
Rules & Regulations Boats, Docks & Mooring**

The following are permanent additions to Isle of Paradise "D", Inc. Proprietary Lease:

1. Wharfing will be permitted to "Leaseholders" only if applied for to the Board of Directors in writing. Boat ownership must be in the name of the "Leaseholder", who will provide same at time of application.
2. A fee of undetermined amount to be imposed for docking, depending on length of stay, with a minimum of \$25.00 per week and a maximum of \$300.00 for a 3-month season and a maximum of \$500.00 yearly.
3. Boats will be limited to a maximum size of 24 feet long from transom to bow (since Coast Guard law does not permit vertical docking into the canal exceeding this length). A limit of an average of thirty feet of seawall space will be allowed per boat.
4. No houseboats and no pontoons allowed.
5. No high mast boats permitted.
6. Boats must meet Coast Guard standards.
7. Boat owners with permission for a portion of seawall may construct and maintain facilities at their own expense after plans have received approval by City of Hallandale and /or Broward County and will be of vertical pilings only.
8. Lifts are not permitted,
9. When a boat owner sells his apartment or disposes of his boat, that dock then reverts to Isle of Paradise "D", Inc. without compensation to any person. If the Board is notified that said leaseholder is purchasing another boat, that boat must comply with regulations as stipulated herein.
10. No renting allowed by leaseholders for docking facilities.
11. In event of a hurricane, ALL boats must be removed from the wharf and /or seawall upon official warning from the U.S. Weather Bureau. The Corporation will have unattended boats towed away in such an event if the boat owner does not make provisions should it be necessary.

12. All boats not attended to or have a caretaker watching for more than a week without shore power must be removed to storage.

13. No major repairs are to be made on boats or engines while docked at wharf or seawall. No garbage or debris is to be thrown into the canal from boats.

14. Boat owners are to use restraint and good sense so as not to disturb the peace and tranquility of all residents. No engines are to be kept running while at the wharf or dock, (no battery charging or hull pumping will be permitted after sundown or before 10:00 a.m.).

15. Boat owners must carry a minimum of \$100,000.00 liability insurance to cover any damage to Isle of Paradise "D", Inc. property or seawall.

16. The following items must be provided to the Board with application:

Registration of boat,
Insurance policy,
Inspection sticker from Coast Guard,

17. Guests who are visiting Proprietary Leaseholders may tie up only from 8:00 am. to 8 p.m. unless permission by Board is given for overnight,

January 22, 2001