

County, Florida, designated by Lessor, and shall be available to Lessee for the reconstruction or repair, as the case may be, of the building, damaged or destroyed by fire, windstorm, or other casualty for which insurance money shall be payable and shall be by Lessor and Lessee paid from said joint account from time to time on the estimates of any architect selected by Lessee, licensed in the State of Florida, having supervision of such reconstruction; provided, however, that it first be made to appear to the satisfaction of Lessor that the amount of money necessary to provide for the reconstruction or repair of any building damaged or destroyed as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided for by Lessee in cash. And Lessee covenants and agrees that in the event of the destruction or damage of the said building or improvements on said premises, or any part thereof, and as often as any building or improvements on said premises shall be destroyed or damaged, by fire, windstorm, or other casualty, Lessee shall have the same rebuilt and ready for occupancy within six (6) months from the date the insurance proceeds are made available to Lessee. Construction of such rebuilding and/or repairs shall be of the same general character and equal value as the buildings and improvements upon the demised property prior to such damage or destruction. Lessee shall at its expense, furnish Lessor with a performance and payment bond executed by a surety company authorized to do business in the State of Florida, to assure the completion of and payment for such rebuilding and/or repair.

If the time of completion should be delayed beyond six (6) months by strikes, walkouts, acts of war or insurrection, fire unusual delay in transportation, unavoidable casualties, or any cause beyond the control of Lessee, or Lessee's contractor, then the time of completion beyond the said six (6)

month period shall be extended for such reasonable time as may be required to effect completion of said construction.

If at any time while the joint account herein provided for contains any of the proceeds of insurance, Lessee is in default of this Lease, then Lessor shall be immediately entitled to receive from the said joint account the amount of money necessary to cure Lessee's default. In the event there shall remain any excess of money received from insurance remaining in the joint account after the completion of such reconstruction and repair of such building or buildings, and if at such time there be no default on the part of Lessee in the conditions and covenants of this Lease, then such excess money shall be paid to Lessee.

The policy or policies of insurance maintained pursuant to this Article 5 shall be paid for by Lessee who shall deliver the original policy or policies to Lessor for safe keeping hereunder.

6. LIABILITY INSURANCE: The Lessee covenants and agrees that it will, at all times, save and keep Lessor harmless from any and all damages and liability occasioned by the use of the demised premises and shall indemnify and keep harmless Lessor from and against any loss, cost, damage and expense arising out of and in connection with any building, swimming pool, or other improvements thereon, and out of any accident causing injury to any person or property whomsoever and whatsoever and due directly to the use or occupancy of said premises, including the approaches, sidewalks and appurtenances thereof and thereto, and Lessee covenants and agrees to provide at Lessee's expense, policies of insurance generally known as public liability policies and/or owners', landlords' and tenants' liability policies, insuring Lessee and Lessor against all claims and damages made by any person or persons whomsoever, for injuries received in connection with the operation and maintenance of the improvements and building located upon

the demised premises, including the approaches, sidewalks and appurtenances thereto and thereof, to the extent of not less than \$500,000.00 to cover claim or damage from any single or specific cause to any one (1) person and to the extent of not less than \$500,000.00 to cover in connection with any one (1) particular accident or occurrence, the total aggregate of claims that may arise or be claimed to have arisen against Lessor or Lessee. Said policy or policies above specified shall be maintained in companies satisfactory to and approved by Lessor, and original policies shall be delivered to Lessor for safe keeping.

7. MAINTENANCE AND REPAIR OF PROPERTY: Lessee agrees and covenants that it will at its own expense keep and maintain the buildings, swimming pool, fixtures and improvements which may at any time be situated during the term of this Lease on the demised premises and all appurtenances thereunto belonging or appertaining, including sidewalks, steps, including both the interior and exterior of the building, in good and substantial repair and in a clean and sanitary condition, and will use, keep and maintain said premises and improvements thereon, as well as the sidewalks, approaches and appurtenances in front of and around such buildings, building and swimming pool, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all federal, state and city governments having jurisdiction thereof and the statutes and the laws of the State of Florida and the United States of America and of any lawful authority applicable to and affecting the same and will protect and indemnify forever, save and keep harmless Lessor from and against any loss, cost, damage and expenses occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, and stipulations in this Lease contained or occasioned or arising by or out of any accident or injury

or damage to any persons whomsoever or whatsoever happening or occurring in or about or upon the said premises or upon the sidewalks, approaches and appurtenances adjoining the same by Lessee or any person or persons occupying, holding or claiming by, through or under Lessee.

It is contemplated between Lessor and Lessee that the Lessee shall have full and complete and exclusive control and possession of the leased premises, and, therefore, Lessee shall except to the extent hereinafter expressly provided, be exclusively responsible and liable to any third parties by reason of any damage or personal injury of any kind sustained by them upon the premises or occasioned by any acts of Lessee or by any breach or default of the Lessee.

8. DAMAGE OR DESTRUCTION OF BUILDINGS: The parties agree and covenant that damage to or destruction of the buildings or any portions thereof on the demised premises at any time by fire, hurricane or act of God shall not work a termination of this Lease or authorize Lessee or those claiming by, through or under it, to quit or surrender possession of said premises, or any part thereof, and shall not release Lessee in any way from its liability to pay to Lessor the rent provided for herein or from any of the agreements, covenants, and conditions of this Indenture. In the event of loss, destruction or damage to the building or buildings now located or hereafter erected upon the demised premises, Lessee agrees and covenants to rebuild or restore a like building or buildings and improvements of equal value and quality to the ones destroyed, injured or damaged as often as such destruction or damage may occur.

9. TAXES: The Lessee covenants and agrees with Lessor that Lessee will cause to have promptly paid, in addition to the rents provided to be paid under this Lease, and as a further part of the consideration to be furnished by Lessee, all taxes levied or assessed at any or all times during the

term hereof demised by any and all taxing authorities, including all taxes, charges, assessments, and in general, all taxes, tax liens in the nature of taxes which may be assessed against the demised premises and against the building, fixtures, improvements thereon or which may hereafter be placed thereon, including all taxes which are or may be assessed by any governmental authority including but not limited to the city, state, county, national, special drainage, school or other taxing districts or otherwise and specifically including any tax which may be levied against the use of the land by any such taxing authorities, together with any interest, penalties or other charges which may accrue thereon; provided, however, that in the event that any of the said taxes or assessments are payable according to the terms of their imposition in installments, then the Lessee shall have the right to pay the same as such installments fall due.

Nothing in this Article contained shall obligate Lessee to pay any income, inheritance, estate or succession tax, or any tax in the nature of any such described taxes, or any other tax which may be levied or assessed against Lessor with respect to the rent derived from this Lease or Lessor's ownership of the demised premises.

The parties understand and agree that Lessee shall pay the taxes and other charges as enumerated in this numbered paragraph and shall deliver official receipts evidencing such payment to Lessor at the same place as has been designated by Lessor as the place at which rental payments are required to be made, which payment of taxes shall be made and said receipts delivered at least forty-five (45) days before the said taxes would become delinquent in accordance with the law then in force governing the payment of such tax or taxes. If, however, Lessee desires to contest the validity of any tax or tax claims, Lessee may do so without being in default

hereunder as to its obligation to pay taxes; provided, Lessee gives Lessor written notice of its intention to do so and furnishes Lessor with a cash bond in one and one-half (1-1/2) times the amount of the tax item or items to be contested, conditioned to pay the tax item or items when the validity thereof finally has been determined, which said written notice and bond shall be given by Lessee to Lessor not later than a date which is forty-five (45) days before the tax item or items proposed to be contested would otherwise become delinquent. The failure of Lessee to pay taxes or other charges as enumerated in this numbered paragraph and furnish the receipts thereof, or to furnish the written notice and bond herein referred to not later than forty-five (45) days before the said tax or taxes or any item of them would become delinquent, shall constitute Lessee in default under this Lease at Lessor's option as hereinafter set forth.

Notwithstanding the provisions hereinabove set forth, when Lessee has paid the taxes assessed for the year 1967, and provided that this Lease is then current and in good standing, the Lessor shall reimburse Lessee for two-twelfths (2/12ths) of the November discount amount of such taxes, payable upon demand and presentation of paid tax bills to Lessor.

10. UTILITY CHARGES: Lessee agrees and covenants to pay all charges for utilities supplied to the demised premises, whether they are supplied by a public or private firm, and to pay them monthly or as they become due. It is contemplated that this will include all charges for water, gas, electricity, telephone, sewer, if any, and any other type of utility or any other type of service charge.

11. COMPLIANCE WITH REGULATIONS OR PUBLIC BODIES: Lessee covenants and agrees that it will, at its own expense, make such improvements on the demised premises and perform such acts and do such things as shall be lawfully required by any

public body having jurisdiction over same in order to comply with sanitary requirements, fire, hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public.

12. LAWFUL USE OF PREMISES: Lessee covenants and agrees that during the term hereof it will conform to and observe all ordinances, rules, laws and regulations of Broward County and of any municipality which may acquire jurisdiction over the leased premises and the United States of America, and all public authorities and boards of officers relating to said premises, or improvements upon the same, or use thereof, and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation; provided that a violation of this section shall operate as a breach of this Lease only in the event that the property herein described shall be closed by the proper legal authorities for any illegal or immoral purpose, business or occupation, and Lessee has failed to abate such condition or has failed to take reasonable steps to obtain such abatement within fifteen (15) days after such closing. In the event of such failure on the part of Lessee, and the exercise of Lessor's option to treat the same as a breach of this Lease, such breach and the right to terminate shall exist only after the expiration of fifteen (15) days written notice and demand for the abatement of such condition.

13. INSPECTION OF PREMISES: Lessee agrees and covenants that Lessor, or its agent, at all reasonable times and during all reasonable hours, shall have free access to said demised premises and to any buildings or structures that may at any time be thereon, or any part thereof, for the purpose of examining or inspecting the condition of the same or of exercising any right or power reserved to Lessor under the terms and provisions of this Indenture.

14. LIENS CREATED BY LESSEE: Lessee covenants and agrees

that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of Lessor in and to the land covered by this Lease and that no person shall ever be entitled to any lien directly or indirectly derived through or under it, or its agents or servants, or on account of any act or omission of Lessee, which lien shall be superior to the interest in this Lease reserved to Lessor upon the leased premises. All persons contracting with Lessee for furnishing materials or labor to Lessee or its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, Lessee shall discharge the same by paying it or by filing a bond or otherwise as permitted by law.

Prior to the demolition by Lessee of any improvements located on the demised premises and prior to the commencement of construction of any improvements by Lessee, at any time upon the leased premises, Lessee shall furnish unto Lessor a performance and payment bond with corporate surety satisfactory to Lessor in an amount equal to the cost of any improvement to be constructed upon said premises conditioned to complete and pay the same free and clear of all liens and/or claims for labor and materials and conditioned further to fully indemnify and save harmless Lessor from all costs, damages, liabilities of every nature and character which may be suffered by Lessor by reason of the failure of Lessee to complete and to fully pay for said improvements.

15. INDEMNIFICATION AGAINST CLAIMS: Lessee shall indemnify and save harmless Lessor from and against any and all claims, suits, actions, damages, and/or causes of action arising during the term of this Lease for any personal injury, loss of life and/or damage to property sustained in or about the demised

premises, or the buildings and improvements thereon, or the appurtenances thereof, or upon the adjacent sidewalks, approaches or streets, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, investigations thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments, or decrees which may be entered in respect thereto.

16. INDEMNIFICATION AGAINST COSTS AND CHARGES: In the event Lessor is compelled to incur any expense in collecting any sum of money due under this Lease, for rent or otherwise, or in the event suit shall be brought by Lessor for the purpose of evicting or ejecting the Lessee from the leased premises, or if suit be brought by Lessor for the purpose of compelling the payment of any other sums which should be paid by Lessee under the terms hereof, or for the purpose of enforcing performance by Lessee of any of the several agreements, conditions and covenants contained herein, Lessee covenants and agrees to pay to Lessor all expenses and costs of litigation, including a reasonable attorney's fee for Lessor's attorney, provided such suit terminates in favor of Lessor.

Any sums due under the terms and provisions of this paragraph may be properly taxed by a court of competent jurisdiction against Lessee.

Any sums due under the terms and provisions of this paragraph shall constitute a lien against the interest of Lessee in the premises and its property thereon to the same extent and on the same conditions as delinquent rent would constitute a lien upon said premises and property.

17. ACCEPTANCE OF PREMISES: It is further covenanted and agreed that Lessee in acquiring this Lease has done so as the result of a personal inspection of the premises by its duly authorized representatives and that no oral represen-

tations of any kind or nature whatsoever have been made by Lessor and that only the terms of this Lease are to be binding upon Lessor and Lessee.

18. WAIVER: It is covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be considered to be a waiver of succeeding breach of the same covenant.

19. TRANSFER OF LESSOR'S INTEREST: Lessor shall have the right to sell or assign to others its right to receive money and other things of value accruing to it by reason of this Lease and to mortgage or encumber its title at any time and without permission of the Lessee, but subject to the terms of this Lease.

20. INTEREST: All sums of money required to be paid by Lessee to Lessor shall bear interest from the due date or maturity thereof at the rate of eight per cent (8%) per annum until paid, which interest shall be due and payable to Lessor upon its written demand.

21. EVENTS OF DEFAULT: Should Lessee at any time during the term of this Lease be adjudged a bankrupt or directly or indirectly suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it and remain pending for a period of seventy-five (75) days, or should a Receiver or Trustee be appointed for Lessee's property and not be discharged within seventy-five (75) days, or should any order of any court of competent jurisdiction be entered and remain in effect for a period of seventy-five (75) days continuing the Lessee in possession of the leased property, or should Lessee's leasehold interest be levied upon and said levy be not discharged within forty-five (45) days thereafter, or should Lessee fail to promptly make the necessary return and reports required by state and federal law, or should Lessee fail to promptly pay when due all taxes of whatsoever kind required to be paid

to the State or Federal governments or any subdivision thereof, if this Lease specifically required such payment by Lessee hereunder, then and upon the happening of any of the aforesaid events, Lessor shall have the right at its election to consider the same a material default on the part of Lessee of the terms and provisions hereof, and in the event such default is not cured by Lessee within a period of forty-five (45) days from the date of the giving by Lessor of written notice to Lessee of the existence of such default, Lessor shall have the option of declaring this Lease terminated and the interest of Lessee forfeited, or Lessor may exercise any other option herein conferred upon it. All revenues derived or accruing from the leased premises subsequent to the date of the termination of said Lease shall constitute the property of Lessor and the same is hereby declared to be a trust fund and shall not constitute any asset of Lessee or any trustee or receiver appointed for Lessee's property.

22. DEFAULT: It is covenanted and agreed by and between the parties hereto that in the event at any time of a default under the terms of this Lease on the part of Lessee for the periods hereinafter set forth, then and in that event it shall and may be lawful for Lessor, at its election, to declare said demised term ended and to re-enter into said premises and the building or buildings and improvements situated thereon, or any part thereof, either with or without process of law, Lessee hereby waiving any demand for possession of the said demised premises and any and all building or buildings and improvements situated thereon.

A. A default on the part of Lessee in making any payment of rental due under this Lease, if such default has continued for thirty (30) days after notice thereof in writing has been furnished Lessee by Lessor.

B. Any default on the part of Lessee in failing to pay any taxes or assessments herein provided to be paid by Lessee within thirty (30) days prior to the time when

same would become delinquent, if such default has continued for ten (10) days after notice thereof in writing has been furnished Lessee by Lessor.

C. In case Lessee fails to keep insurance on any building or buildings and improvements which may now or hereafter be upon the same demised premises as herein provided for, or fails to pay the premium for the same, or fails to expend the insurance money as herein provided for, or fails to rebuild as herein provided for, or if it shall fail to keep the premises in good order or repair in the manner herein provided for, or if it shall fail to perform or become in default in any of the other covenants of this Lease by it to be kept and performed, and any such failures or defaults shall be continued for twenty (20) days after notice thereon in writing by Lessor to Lessee, specifying the default complained of.

During any of the above periods, if Lessee cures the default, Lessee shall be deemed restored in good standing.

The Lessee further covenants and agrees that upon the termination of the said demised term, at such election of Lessor, or in any other way, Lessee will surrender and deliver up said premises and the improvements and buildings situated thereon (without compensation to Lessee for improvements or buildings) peaceably to Lessor, its agent or attorneys, immediately upon the termination of the demised term.

23. NOTICES: All notices required by law and this Lease to be given by one party to the other shall be in writing and the same may be served as follows:

A. Upon Lessor by personal delivery or by certified mail addressed to Lessor at the place where the rental under this Lease is then being paid, or at such other address as Lessor may, by notice in writing, designate to Lessee.

B. Upon Lessee by personal delivery to Lessee's agent in charge of the leased premises, or by certified mail

addressed to Lessee at 6000 North Atlantic Boulevard, Fort Lauderdale, Florida, or at such other address as Lessee may, by notice in writing, designate to Lessor.

24. MORTGAGING OR SUBLEASING OF LESSOR'S INTEREST: Lessee shall not assign this Lease or sublet all or any part or parts of the demised premises without the written consent of the Lessor and in the event such consent shall at any time be granted, no assignment of this Lease or sublease shall operate to relieve Lessee from liability for the payment or performance of the terms and conditions of this Lease, it being understood that Lessee shall remain liable hereunder unless released from liability by written instrument duly executed by Lessor. No assignment or sublease shall effect any change or modification in the provisions respecting Lessor's rights and remedies under this Lease.

Lessee shall have the right to mortgage or otherwise encumber its leasehold interest in the premises. Any mortgage executed by Lessee covering the leased premises shall in no way effect Lessor's interest in and to said property, and the same shall at all times be junior, inferior and subordinate to the interest of Lessor.

25. CONDEMNATION PROVISION: It is understood and agreed that:

A. If at any time during the continuance of this Lease the legal title to the demised real estate or the improvements or building located thereon, or any portions thereof be taxed or appropriated or condemned by reason of eminent domain, there shall be such division of the proceeds and awards in such condemnation proceeds and such abatement of rent and other adjustments made as shall be just and equitable under the circumstances; provided, however, that in the event of a partial condemnation of the demised premises, such as does not interfere with the full use thereof, as, for example, in case of condemnation of a few feet for sidewalk purposes

or for street purposes, there shall be no abatement of rent. If Lessor and Lessee are unable to agree upon what division, annual abatement of rent or other adjustments are just and equitable within thirty (30) days after such award has been made, then the matters in dispute shall be appropriate proceedings be submitted to a court having jurisdiction of the subject matter of such controversy in Broward County, Florida, for its decision and determination of the matters in dispute. If the legal title to the entire premises be wholly taken by condemnation, the Lease shall be canceled.

B. Although the title to the building and improvements located upon the demised premises is held by Lessor, nevertheless for the purpose of condemnation, the deprivation of Lessee of the use of such buildings and improvements shall be an item of damage in determining the portion of the condemnation award to which Lessee is entitled. In general, it is the intent of this paragraph that upon condemnation, the parties herein shall share their awards to the extent that their interests respectively are depreciated, damaged or destroyed by the exercise of the right of eminent domain.

C. Notwithstanding the above and foregoing provisions, in the event of condemnation or taking of the whole of the demised premises, the amount of the condemnation award due to Lessor shall, between Lessor and Lessee, in no event be less than the amount of the entire condemnation award (including the amount awarded to Lessor and Lessee) or the sum of \$396,960.00, whichever is the lesser. In the event that the condemnation award is in excess of \$396,960.00, then and in said event the sums awarded (whether to Lessor or Lessee) in excess of \$396,960.00 shall belong to Lessee.

26. DEMOLITION: Although it is Lessee's duty under the terms hereof to keep and maintain the building and improve-

ments on the demised premises in good repair, this shall not be construed as empowering Lessee to tear down and destroy any building or buildings hereafter on the demised premises, or any substantial part thereof, or to cause any items of major repair and reconstruction to be made unless and until Lessee:

A. Causes plans and specifications for the new building or the new construction to be prepared by a duly licensed Architect and submitted to Lessor for his approval, together with the written consent between the contractor and Lessee, all in the same manner as reconstruction or repair would have been accomplished in accordance with Article 5 and 8 hereof.

B. Furnish Lessor with a performance and payment bond with corporate surety satisfactory to Lessor in an amount equal to the cost of any demolition work to be performed upon the demised premises, plus the cost of any improvements to be constructed upon said premises, conditioned to complete the said demolition work and improvements free and clear of all liens and/or claims for labor and materials and conditioned further to fully indemnify and save harmless Lessor from all costs, damages and liabilities of every nature and character which may be suffered by Lessor by reason of the failure of Lessee to complete and fully pay for said demolition work and said improvements.

C. The work of reconstruction, repair, or replacement must have a value equal to the value of the building or buildings or the portion thereof then being demolished and replaced or repaired.

D. For the purpose of this section of the Lease, no work will be deemed demolition or major repairs so as to bring it within the terms of this section of the Lease unless it constitutes either the actual destruction of the building or a substantial part thereof, or unless it constitutes a

remodeling which in substance requires the tearing down of a substantial part of the building. In general this section of the Lease is intended to apply wherever the work which Lessee proposes to do is of such a nature that the doing of the work necessitates a substantial improvement of the then existing building.

27. USE: The demised premises, and improvements now or hereafter situate thereon, shall be used by Lessee and its membership, comprised of the persons who are the owners of apartments in STARLIGHT TOWERS, a Condominium, being established upon certain property adjacent to the demised premises, and to the guests, invitees and lessees of members of Lessee, all as may be prescribed in rules and regulations established by Lessee, or which may be contained in the DECLARATION OF CONDOMINIUM establishing said STARLIGHT TOWERS, a Condominium.

28. LESSOR'S AND LESSEE'S COVENANTS AND AGREEMENTS IN FAVOR OF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY: To induce FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, herein called "Lender", to make individual mortgage loans on apartments in STARLIGHT TOWERS, a condominium, upon its being formally established by the recordation of a DECLARATION OF CONDOMINIUM in the Public Records of Broward County, Florida, which said STARLIGHT TOWERS, a condominium, will be located upon property which is adjacent to the demised premises, Lessor and Lessee covenant and agree as follows:

A. In the event that Lender shall now or hereafter make, in its ordinary course of business, any mortgage loans on individual apartments in STARLIGHT TOWERS, a condominium, for the purpose of financing the acquisition thereof, or for refinancing the same for the owner of any such apartment, and should there subsequently be a default in any such individual Mortgage, whereupon the said Lender acquired any such apartment by foreclosure or deed in lieu of foreclosure, then and in that event the rent due hereunder to Lessor (meaning the

minimum rent and adjusted rent, but exclusive of costs of taxes, insurance and maintenance) shall be reduced while said Lender is the owner of any such apartment, by a monthly sum equal to the amount arrived at when the total annual rent due under this Lease (meaning the minimum rental, plus the adjusted rental, if any) is multiplied by the percentage in which the Owner of such apartment must share Common Expense in accordance with the DECLARATION OF CONDOMINIUM establishing STARLIGHT TOWERS, a condominium, divided by twelve (12). This reduction in rent shall terminate upon the date that any such apartment acquired by Lender is disposed of by it in any manner, or when any such apartment is under lease to any person, firm or corporation.

B. Lessee agrees that whenever it is entitled to a reduction in rent by reason of said Lender having acquired any apartment or apartments in STARLIGHT TOWERS, a condominium, that such reduction in rent shall be applied in direct reduction of the monthly assessment required to be collected from Lender as the owner of any apartment or apartments, and that such reduction shall not be passed on generally to the Membership of the Lessee other than to said Lender.

By reason of the foregoing provisions, it is intended that Lender, while it is the owner and holder of any vacant apartment or apartments in STARLIGHT TOWERS, a condominium, acquired as aforesaid, shall not be required to bear its proportionate share of the rental reserved under this Lease.

C. The special benefit reserved hereunder to Lender shall operate and inure to the benefit of any other savings and loan association chartered under laws of the United States of America doing business in the State of Florida, in the same manner as though such other savings and loan association were also specifically named herein.

29. ADDITIONAL RENT BASED UPON INCREASE OR DECREASE

IN THE COST OF LIVING INDEX: On the 1st day of January, 1972, and on the 1st day of January following the end of each fifth (5th) calendar year thereafter, during the term of this Lease, the minimum rent required hereunder, shall be adjusted, provided that the same would result in an increase of the minimum rent, so that the minimum rent paid hereunder from time to time shall have the equivalent purchasing power that the minimum rent hereunder has on the beginning date of the term of this Lease. For purposes of calculating additional rent due hereunder, if any, reference is made to the index number of retail commodity prices designated "Consumer Prices Index-All Items" (1956-59 equals 100) prepared by Bureau of Labor Statistics of the United States Department of Labor, and any publication by either said United States Department of Labor or the United States Department of Commerce in which such index numbers are published, hereinafter referred to as the "Index". Said Index numbers, as published, shall be admissible in evidence in any legal or judicial proceedings involving this Lease without further proof of authenticity, and in the event that the U. S. Department of Labor or Department of Commerce ceased to prepare and publish such Index the adjustment of rent thereafter shall be according to the most comparable commodity index as determined by agreement of Lessor and Lessee, and in absence of such agreement, then by arbitration in accordance with rules of the American Arbitration Association. In the event of any delay in establishing the additional rental, Lessee shall continue to pay the rental as established by the last price adjustment until such time as the new adjustment is determined, if any, at which time an accounting will be made retroactive to the beginning of the adjustment period in question.

On the dates herein prescribed at which the adjustment in rent is to be determined, the additional rent per annum shall be computed as being the difference between the products

derived by (a) multiplying the index as of December 31, 1966, representing the average index of retail commodity prices for the month of December, 1966, by the minimum rental of \$39,696.00 specified herein, and (b) multiplying the index as of December 31 of the year prior to the date on which the adjustment is to be made hereunder, representing the average of retail commodity prices for the month of December of said last prior year, by the amount of minimum rental of \$39,696.00 specified herein. The difference between said products if the result of multiplication derived at by Item (b) above exceeds that of Item (a) above, shall represent the additional rent per annum to be paid to Lessor in addition to the minimum rent of \$39,696.00, which additional rent shall be divided into twelve (12) equal monthly instalments to be payable hereunder until the next period of adjustment, in the same manner as is the minimum rent payable hereunder during each lease year.

Notwithstanding the foregoing provisions, it is specifically agreed that the minimum rent specified hereunder of \$39,696.00 per annum, for full calendar years, shall never be reduced by reason of any adjustment made as specified in this Article 29, and adjustments in minimum rent due hereunder shall only be made if the same constitute an increase. However, if the determination made at the end of one period requires an increase in minimum rent, and the same determination made at the end of another period would require a decrease, the decrease in said additional rent would be applicable so long as the minimum rent is never reduced to a sum which is less than \$39,696.00 per annum for any full calendar year during the term hereof.

30. APARTMENT DEFINED: The term "Apartment" as used herein shall mean "Unit" as defined in the Condominium Act, the same being Chapter 711, Florida Statutes, 1965.

31. RENTS, ETC. TO BE INCLUDED IN ASSESSMENTS BY LESSEE:

Lessee, in the administration and operation of STARLIGHT TOWERS, a condominium, aforementioned herein agrees with Lessor during the term of this Lease to include in the budget of STARLIGHT TOWERS, a condominium, each year an allocation to cover rent due hereunder and cost of insurance, taxes and other expenses which Lessee has obligated itself to pay under this Lease and such monies shall therefore be included in the annual assessment levied by Lessee against the owner or owners of apartments in the condominium.

32. LESSOR'S LIEN ON CONDOMINIUM PARCEL. Lessor shall have a lien on each condominium parcel, as defined by Chapter 711, Florida Statutes, 1965, the same being the Condominium Act, in STARLIGHT TOWERS, a Condominium for any unpaid portion of any assessment made by the Lessee for the purpose of permitting the Lessee to pay the rental and taxes on the property subject to this Lease. Said lien shall also secure reasonable attorneys' fees incurred by the Lessor incident to the collection of such unpaid portion or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall include only the unpaid portion of assessments which are due and payable to the Lessor when the claim of lien is recorded. Upon full payment the owner of the condominium parcel and the Lessee shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and

record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. Such liens may be foreclosed by suit brought in the name of the Lessor in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of a condominium parcel shall be required to pay a reasonable rental for the condominium parcel, and the Lessor shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid portion of assessments may be maintained without waiving the lien securing the same.

33. GENDER: It is understood and agreed by and between the parties that the use herein of the plural shall include the singular, and use of the singular shall include the plural; the use of the masculine gender shall include all genders, and the use of the neuter gender shall include all genders; the use of the word "Lessor" and "Lessee" shall include their heirs, representatives, successors and assigns.

34. COVENANTS TO BIND SUCCESSORS AND ASSIGNS: The covenants and agreements contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and his successors and assigns, and the Lessee and its successors and assigns, and all persons claiming by, through and under Lessor and Lessee, and the same shall be construed as covenants running with the land during the term of this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed by their proper officers, and their seals to be affixed, the day and year first above written.

Signed, sealed and delivered BEHRING PROPERTIES, INC. in the presence of:

/s/ WILLIAM A. MORSE

By /s/ KENNETH E. BEHRING
President

/s/ LOUISE S. GILL

Attest /s/ ROBERT R. TRAVIS
Secretary

AS to LESSOR

COPY SENT

STARLIGHT TOWERS ASSOCIATION, INC.

1st WILLIAM A. MORSE

By 1st KENNETH E. BEHRING
President

CORP
SEAL

1st LOUISE S. GILL

Attest 1st ROBERT R. TRACHSEL
Secretary

As to Lessee

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME personally appeared KENNETH E. BEHRING and ROBERT R. TRACHSEL, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named BEHRING PROPERTIES, INC., a Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 29th day of NOVEMBER, A. D. 1967.

1st LOUISE S. GILL
Notary Public
My Commission Expires: 4/7/71

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME personally appeared KENNETH E. BEHRING and ROBERT R. TRACHSEL, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named STARLIGHT TOWERS ASSOCIATION, INC., a Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 29th day of NOVEMBER, A. D. 1967.

1st LOUISE S. GILL
Notary Public
My Commission Expires: 4/7/71

I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 2 day of April, 1968.
By [Signature]

Deputy Clerk-

RECORDED OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF BROWARD COUNTY



67-135052

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
STARLIGHT TOWERS

The undersigned officers of STARLIGHT TOWERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Section 13 of the Declaration of Condominium of STARLIGHT TOWERS, a condominium, dated November 29, 1967, and recorded November 29, 1967, in Broward County, Florida, Official Records Book 3545, at Pages 616 through 685, both inclusive, hereby certify that the following amendment to said Declaration of Condominium was duly proposed and unanimously approved by the Board of Directors of STARLIGHT TOWERS ASSOCIATION, INC., and approved by 100% of the apartment owners meeting as members of the Association at a meeting called for the purpose of acting upon the amendment:

67 DEC 22 AM 11:54

AMENDMENT

That Section 4.4(a) of the Declaration of Condominium of STARLIGHT TOWERS, a condominium, be and the same is hereby amended to read as follows:

(a) Common Elements and Common Surplus. The undivided interest in the common elements and common surplus which is appurtenant to each apartment is as follows:

An undivided 1.0256% share each to apartments 2G, 3G, 4G, 5G, 6G, 7G, 8G, 9G, 10G, 11G, 12G, 14G, 15G and 16G (14 apartments)	14.3584%
An undivided .8416% share each to apartments 1A, 1B, 1C, and 1D (4 apartments)	3.3664%
An undivided .67% share each to apartments 2E, 3E, 4E, 5E, 6E, 7E, 8E, 9E, 10E, 11E, 12E, 14E, 15E and 16E (14 apartments)	9.3800%

20575

4-

An undivided .8678% share each to
apartments 2A, 2B, 2C, 2D, 2E, 2H, 3A,
3B, 3C, 3D, 3F, 3H, 4A, 4B, 4C, 4D,
4E, 4H, 5A, 5B, 5C, 5D, 5F, 5H, 6A,
6B, 6C, 6D, 6F, 6H, 7A, 7B, 7C, 7D,
7F, 7H, 8A, 8B, 8C, 8D, 8F, 8H, 9A,
9B, 9C, 9D, 9F, 9H, 10A, 10B, 10C,
10D, 10F, 10H, 11A, 11B, 11C, 11D,
11F, 11H, 12A, 12B, 12C, 12D, 12F,
12H, 14A, 14B, 14C, 14D, 14F, 14H,
15A, 15B, 15C, 15D, 15F, 15H, 16A,
16B, 16C, 16D, 16F, 16H

(84 apartments) 72.8952%

TOTAL 100.0000%

In the presence of:

Harlow Pyle
Quichen J. Kelley

(CORPORATE SEAL)

STARLIGHT TOWERS ASSOCIATION, INC.

BY: *Kenneth E. Behring*
Kenneth E. Behring, President

ATTEST:

BY: *Robert R. Trachsel*
Robert R. Trachsel, Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

Before me personally appeared KENNETH E. BEHRING and ROBERT R. TRACHSEL, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named STARLIGHT TOWERS ASSOCIATION, INC., a corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 13th day of December, A.D., 1967.

Harlow Pyle
Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 15, 1971
BONDED THROUGH FRED W. DISTENFELT

Notary Public
Assistant Notary Public
State of Florida

AMENDMENT TO DECLARATION OF CONDOMINIUM
 OF
 STARLIGHT TOWERS, A CONDOMINIUM

The Declaration of Condominium establishing STARLIGHT TOWERS, a condominium, was recorded November 29, 1967, in Official Records Book 3545, page 616. Amendments to said Declaration were recorded in Official Records Book 3561, page 568 and Official Records Book 3741, page 415, all of the Public Records of Broward County, Florida. Inadvertently, a portion of the lands intended to be included in this condominium was omitted from the description of the lands submitted to condominium ownership in the Declaration.

STARLIGHT CORP., a Florida corporation, the developer and the present owner of all of STARLIGHT TOWERS, a condominium, does hereby amend the Declaration of Condominium for STARLIGHT TOWERS, a condominium, by amending the description of the land heretofore submitted so that the said condominium shall include all of the following described land with the same effect as though all of said land had been included in the original Declaration:

A parcel of land in Government Lot 2 and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, Township 49 South, Range 43 East, bounded as follows:

On the South by a line parallel to and 980 feet Northerly from, measured at right angles, to the South boundary of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7 and the Easterly extension of said South boundary; on the West by a line

RETURN TO:

THIS INSTRUMENT WAS PREPARED BY
 WILLIAM ALLEN MORSE
 2812 E. OAKLAND PARK BLVD.
 FORT LAUDERDALE, FLORIDA 33306

33 feet East of and parallel to the existing center line of State Road A-1-A as now laid out and in use; on the East by the waters of the Atlantic Ocean and on the North by a line parallel to and 200 feet Northerly from, measured at right angles, to the South boundary of the tract hereby described; less the following described portion thereof:

Beginning at the intersection of the North line of the South 980 feet and the East Right-of-Way line of State Road A-1-A, said Right-of-Way line being further described as being 33 feet East of and parallel to the centerline of said State Road A-1-A; thence N $12^{\circ}44'00''$ E, on an assumed bearing, along said East Right-of-Way line, 10.25 feet; thence East, parallel with the South line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7, 257.24 feet; thence North, 24.23 feet to a point of curve; thence Northerly and Easterly along the arc of a circular curve to the right, having a radius of 25 feet, an arc distance of 19.63 feet; thence N 45° East, 33.67 feet; thence S 45° East, 57.67 feet; thence North 45° East, 30.50 feet; thence South 45° East, 43.50 feet; thence North 45° East, 61.66 feet; thence North 45° West, 50.50 feet; thence North 45° East, 36.33 feet; thence North 45° West, 61.66 feet; thence South 45° West 39.08 feet; thence North 45° West, 43.50 feet; thence South 45° West, 18.0 feet; thence North 45° West, 13.09 feet; thence West, 10.90 feet; thence North, 16.0 feet; thence West 239.51 feet to the East Right-of-Way line of said State Road A-1-A; thence N $12^{\circ}44'00''$ E, along said East Right-of-Way line, 10.25 feet; thence East, parallel with and 1180 feet North of, as measured at right angles to, the South line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, to the High Water Line of the Atlantic Ocean; thence Southerly, along said High Water Line, to an intersection with a line parallel with and 980 feet North of, as measured at right angles to, the South line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence West along said line to the Point of Beginning.

As further amendment to said Declaration and in accordance with the provisions of the original Declaration, the developer does attach hereto and file herewith the certificate of Carl A. Petersen, Architect, certifying that the improvements described in the original

Declaration have been constructed and completed substantially as represented by the exhibits attached to the original Declaration.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 28 day of October, 1968.

Signed, sealed and delivered in the presence of:

Paul G. Pan
W. A. Moore

(CORPORATE SEAL)
STARLIGHT CORP

By [Signature]

Attest: [Signature]

STATE OF FLORIDA,
COUNTY OF BROWARD.

BEFORE ME, the undersigned authority, personally appeared K. E. Rehling and Robert R. Trachsel respectively as President and Secretary of STARLIGHT CORP. and they acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, State and County aforesaid, on this 28th day of October, 1968.

Paul G. Pan
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AS LEGAL
I AM LICENSED AND EXPIRES 12/31/69
BONDED THROUGH FRED W. DIESELHORST

(SEAL)

CERTIFICATE

The undersigned, CARL A. PETERSON, does hereby certify that the improvements contemplated to be made in that certain Declaration of Condominium for Starlight Towers, a condominium, as recorded in Official Records Book 3545, Page 616, as shown on the Exhibits attached thereto, have been constructed substantially as represented in such Declaration.

DATED this 2nd day of October, 1968.

CARL A. PETERSON

Carl A. Peterson
Architect

STATE OF FLORIDA
COUNTY OF BROWARD

Personally appeared before me, the undersigned, officer, CARL A. PETERSON, who, under oath, deposes and says that he has executed the foregoing Certificate, as Architect for said Starlight Towers, a condominium; and that the matters set forth therein are true.

WITNESS my hand and official seal at Fort Lauderdale, Florida, this 2nd day of October, 1968.

Gail G. Parr
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA BY LARGE
EXPIRES 12, 1971
1000 N. UNIVERSITY BLVD. FORT LAUDERDALE, FLA.



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 3 day of October 1968.
By R. Barwood
Deputy Clerk

68-102087

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM
OF
STARLIGHT TOWERS

The undersigned officers of Starlight Towers Association, Inc., a corporation not for profit under the Laws of the State of Florida, pursuant to the provisions of Section 13 of the Declaration of Condominium of Starlight Towers, a Condominium, dated November 29, 1967 and recorded November 29, 1967 in O. R. Book 3545, Pages 616 thru 685 of the Official Records of Broward County, Florida, as same has been amended, hereby certify that the following amendment to said Declaration of Condominium was duly proposed and unanimously approved by the Board of Directors of Starlight Towers Association, Inc. and approved by 100% of the apartment owners meeting as members of the Association at a meeting called for the purpose of acting upon the amendment:

198 SEP 6 AM 10:49

AMENDMENT

I. That Section 4.3 of the Declaration of Condominium of Starlight Towers, a Condominium, be, and the same is, hereby amended to read as follows:

.3 Apartment Numbers. Each apartment is identified by a number designating the floor upon which the apartment is located, followed by a capital letter indicating the location on the floor of the apartment: "A" indicating an apartment located in the northwest side of the northeast wing of the building; "B" indicating an apartment located in the southeast side of the northeast wing of the building; "C" indicating an apartment located in the northeast side of the southeast wing of the building; "D" indicating an apartment located in the southwest side of the southeast wing of the building; "E" indicating an apartment located in the southeast side of the southwest wing of the building; "F" indicating an apartment located in the northwest side of the southwest wing of the building; "G" indicating an apartment located in the southwest side of the northwest wing of the building; and "H"

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

J."

Instrument Prepared by
William A. Morse, 2810 E. OAKLAND PARK BLVD, Ft. Lauderdale, Fla.

indicating an apartment located in the northeast side of the northwest wing of the building. The apartments are located as follows:

Four apartments on the first floor, which are numbered 1A, 1B, 1C and 1D.

There are eight apartments on each of the remaining fourteen floors, such floors being numbered 2 through 12, both inclusive, and 14 through 16, both inclusive, there being no floor numbered 13.

Apartments numbered with the letters B, D, F and H shall all be identical and shall be as shown on Exhibit B-5 for Apartment F. Apartments A and C shall be the same size as Apartment F shown on Exhibit B-5, but shall be the reverse thereof in layout.

II. That Section 4.5 and 4.6 of the Declaration of Condominium of Starlight Towers, a Condominium, be and the same are hereby amended to read as follows:

.5 Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, each such share being 1/116th of all common expenses except insurance premiums which expense shall be proportioned as described in paragraph 8.4 following herein; and except all sums required for lease payments under the terms and conditions of the ninety-nine year lease of the Recreational Parcel, copy of which is attached hereto as Exhibit E; which said lease payments shall be paid by the apartment owners in the condominium on the basis of 29/3308ths of each payment due upon such lease from the owner of each two bedroom apartment and 25/3308ths of each payment due upon such lease from the owners of each one bedroom apartment with a minimum monthly rent payment of \$25.00 for each one bedroom apartment and \$29.00 for each two bedroom apartment.

.6 Lessor's Lien On Condominium Parcel, And Condominium Property. The Lessor under that certain Ninety-Nine Year Lease, a copy of which is attached hereto as Exhibit E, shall have a lien on the condominium property as same is defined by Chapter 711, Florida Statutes 1965, the same being the Condominium Act, in Starlight Towers, a condominium, for all sums payable pursuant to the terms of such Ninety-Nine Year Lease; and further, such Lessor shall have a lien on each condominium parcel as defined by Chapter 711, Florida Statutes 1965, the same being the Condominium Act, in Starlight Towers, a condominium, for all sums payable pursuant to the terms of such Ninety-Nine Year Lease; such lien to be allocated against each such condominium parcel in accordance with the provisions of paragraph 4.5 above; provided, however, said Lessor's lien shall be subordinate to the lien of any mortgage securing a loan made by First Federal Savings & Loan Association of Broward County or any other savings and loan association chartered under the laws of the United States of America, doing business under the laws of the State of Florida on any condominium parcel in Starlight Condominium for and during the existence of such mortgage lien and shall be

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

subordinate to any interest of such savings and loan association in such condominium parcel during any period of time that such savings and loan association holds title to such condominium parcel as a result of the acquisition of such title through the foreclosure of its mortgage, or the acquisition of such title by deed in lieu of foreclosure, except during the period of time that the condominium parcel is leased by such savings and loan association. Upon the transfer or disposition of such condominium parcel by such savings and loan association, or upon acquisition thereof by other than such savings and loan association at a foreclosure sale of such savings and loan association's mortgage or during any period of time that such condominium parcel is leased by such savings and loan association, the lien of the Lessor shall again accrue from the date of such transfer, disposition or acquisition or during the time the parcel is so leased, but such lien shall not then be effective as to any rentals which are unpaid for the period prior to such transfer, disposition or lease, by such savings and loan association, or for the period prior to the acquisition thereof at the foreclosure sale, as aforesaid, by other than such savings and loan association. The foregoing shall not preclude the Lessor from proceeding for a money judgment against the defaulting apartment owner. The Lessor shall have no right to claim any rentals from such savings and loan association for any period of time during which the Lessor's lien is subordinate to the lien or interest of such savings and loan association as aforesaid. It shall not be necessary for such savings and loan association to name the Lessor in a foreclosure action in order to effectuate the subordination rights herein given to such savings and loan association. The Lessor's lien referred to in this paragraph shall also secure any reasonable attorney's fees incurred by the Lessor incident to the collection of any rentals due the Lessor or enforcement of the Lessor's lien. The Lessor's lien may be foreclosed in a like manner as a foreclosure of mortgage on real property. Suit to recover a money judgment for any unpaid rental may be maintained without waiving the lien securing the payment thereof. All buildings and improvements upon the condominium shall be insured in an amount equal to the maximum insurable replacement value thereof against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such policy, or policies, shall name the Lessor as one of the insureds to the extent of its interest. Reference herein to the Lessor shall include its successors or assigns, and the provisions of this paragraph shall be construed as a covenant in favor of said Lessor, its successors and assigns.

III. That Section 7.6 of the Declaration of Condominium of Starlight Towers, a condominium, be and the same is, hereby amended to read as follows:

.6 Power to Lease Certain Lands. The Association shall have the power to and has entered into a Ninety-Nine Year Lease to certain lands, as described therein, a copy of which Lease is attached hereto as Exhibit "E". The Association shall include all rent due and cost of insurance, taxes and other expenses which the Association, as Lessee, has obligated itself to pay under said Lease, as common expenses of the condominium, and shall provide therefor in the annual

budget of the Association, and each apartment owner shall be liable for a proportionate share thereof, such share being the same as his undivided share in the common elements, except as to the rent itself, for which each apartment owner shall be liable for 25/3308ths in the case of each one bedroom apartment and 29/3308ths in the case of each two bedroom apartment of the monthly rental payments due under such lease. The provisions of this sub-paragraph shall be construed as a covenant in favor of the Lessor under said Lease, his successors and assigns, and may be enforced by him against the Association and each apartment owner, their heirs, successors, representatives and assigns.

IV. That Sections 14.4 and 14.5 of the Declaration of Condominium of Starlight Towers, a condominium, be and the same are, hereby amended to read as follows:

.4 Shares of Owners After Termination. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the apartment owners, including but not limited to the lien for rent on the Ninety-Nine Year Lease as set forth in paragraph 4.6 above. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon apartments and of the record title holder of the lands covered by the Ninety-Nine Year Lease referred to in paragraph 7.6 above.

V. That Exhibit E of the Declaration of Condominium of Starlight Towers, a condominium, be and the same is amended as to paragraphs 31 and 32 thereof, so as to read as follows:

31. RENTS, ETC. TO BE INCLUDED IN ASSESSMENTS BY LESSEE: Lessee, in the administration and operation of STARLIGHT TOWERS, a condominium, aforementioned herein agrees with Lessor during the term of this Lease to include in the budget of STARLIGHT TOWERS, a condominium, each year, an allocation to cover rent due hereunder and cost of insurance, taxes and other expenses which Lessee has obligated itself to pay under this Lease and such monies shall therefore be included in the annual assessment levied by Lessee against the owner or owners of apartments in the condominium. Lessee agrees to assess against the apartment owners in the condominium, such sums as may be required to fulfill the terms of this Lease and in doing so to assess against each owner of a one bedroom apartment 25/3308ths of each rental payment due; and

against the owner of each two bedroom apartment 29/3308ths of each rental payment due hereunder.

32. LESSOR'S LIEN ON CONDOMINIUM PARCEL AND CONDOMINIUM PROPERTY. Lessor shall have a lien on the condominium property as same is defined by Chapter 711, Florida Statutes 1965, the same being the Condominium Act, in Starlight Towers, a condominium, as same is recorded in O. R. Book 3545, Pages 616 through 685, inclusive, of the Public Records of Broward County, Florida, for all sums payable pursuant to the terms of this Lease; and further Lessor shall have a lien on each condominium parcel as defined by Chapter 711, Florida Statutes 1965, the same being the Condominium Act, in said Starlight Towers, a condominium, for all sums payable pursuant to the terms of this Lease; such liens to be allocated against each such condominium parcel in the manner that 25/3308ths of any rental sums due will be allocated against each condominium parcel containing one bedroom and 29/3308ths of any rental sums due will be allocated against each condominium parcel containing two bedrooms. Said lessor's lien shall be subordinate to the lien of any mortgage securing a loan made by First Federal Savings & Loan Association of Broward County or any other savings and loan association chartered under the laws of the United States of America, doing business under the laws of the State of Florida on any condominium parcel in Starlight Condominium for and during the existence of such mortgage lien and shall be subordinate to any interest of such savings and loan association in such condominium parcel during any period of time that such savings and loan association holds title to such condominium parcel as a result of the acquisition of such title through the foreclosure of its mortgage, or the acquisition of such title by deed in lieu of foreclosure, except during the period of time that the condominium parcel is leased by such savings and loan association. Upon the transfer or disposition of such condominium parcel by such savings and loan association, or upon acquisition thereof by other than such savings and loan association at a foreclosure sale of such savings and loan association's mortgage or during any period of time that such condominium parcel is leased by such savings and loan association, the lien of the Lessor shall again accrue from the date of such transfer, disposition or acquisition or during the time the parcel is so leased, but such lien shall not then be effective as to any rentals which are unpaid for the period prior to such transfer, disposition or lease, by such savings and loan association, or for the period prior to the acquisition thereof at the foreclosure sale, as aforesaid, by other than such savings and loan association. The foregoing shall not preclude the Lessor from proceeding for a money judgment against the defaulting apartment owner. The Lessor shall have no right to claim any rentals from such savings and loan association for any period of time during which the lessor's lien is subordinate to the lien or interest of such savings and loan association as aforesaid. It shall not be necessary for such savings and loan association to name the Lessor in a foreclosure action in order to effectuate the subordination rights herein given to such savings and loan association. The Lessor's lien referred to in this paragraph shall also secure any reasonable attorney's fees incurred by the Lessor incident to the collection of any rentals due the Lessor or enforcement of the Lessor's lien.

The Lessor's lien may be foreclosed in a like manner as a foreclosure of mortgage on real property. Suit to recover a money judgment for any unpaid rental may be maintained without waiving the lien securing the payment thereof. All buildings and improvements upon the condominium shall be insured in an amount equal to the maximum insurable replacement value thereof against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such policy, or policies, shall name the Lessor as one of the insureds to the extent of its interest. Reference herein to the Lessor shall include its successors or assigns.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 23rd day of July, 1968.

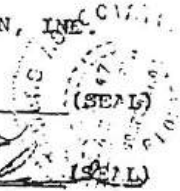
Witnesses:

STARLIGHT TOWERS ASSOCIATION, INC.

Darlene Ayler
Robert R. Trachsel

By *[Signature]*
President

Attest *[Signature]*
Secretary



STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared KENNETH E. BEHRING and ROBERT R. TRACHSEL, President and Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC., who acknowledged before me that they executed the foregoing instrument as such officers, affixed thereto the official seal of said Corporation; and that the foregoing instrument is the act and deed of said Corporation.

WITNESS my hand and official seal this 23rd day of July, 1968.

Darlene Ayler
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 13, 1971
FORGED THROUGH FRED W. DICTELHORST

CONSENT TO AMENDMENT

The undersigned, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, the owner and holder of mortgages on the condominium parcels and condominium property of STARLIGHT TOWERS, a condominium, as recorded in O. R. Book 3545, Pages 616 through 685 of the Public Records of Broward County, Florida, does hereby consent to the foregoing Amendment To The Certificate of Declaration of the said STARLIGHT TOWERS, a condominium.

Witnesses:

Delores Bundy
Carol A. Jensen

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, FLORIDA

By [Signature] (SEAL)

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

BEFORE ME, the undersigned officer, personally appeared Powell S. Barnes, Jr., Senior Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROWARD COUNTY, FLORIDA, who acknowledged before me that he executed the foregoing Consent as such officer, as and for the act and deed of said Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Fort Lauderdale, County and State

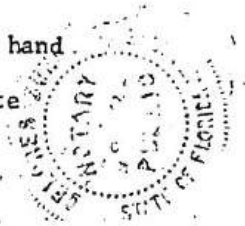
I hereby certify aforesaid, this 28th day of August, 1968.

correct and complete copy of the record filed in my office. Dated this 3 day

of April, 1968
By [Signature]

My Commission Expires Clerk

Delores Bundy
Notary Public



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 5, 1972
BONDED THROUGH CLERK OF CIRCUIT COURT

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

18- 61657

NOTAR PUBLIC PAID BY:

W. J. COCKMAN, Notary Public
Fort Lauderdale, Florida 33306

CERTIFICATE OF AMENDMENT
TO BY-LAWS OF
STARLIGHT TOWERS ASSOCIATION, INC.

WE, the undersigned being respectively the President and Secretary of STARLIGHT TOWERS ASSOCIATION, INC., a Florida corporation not for profit under the laws of the State of Florida, do hereby certify that the foregoing Amendments were unanimously approved by the Board of Directors and members of the Association at an annual meeting held on February 7, 1978, that the By-Laws recorded in Official Records Book 3545, Page 651 through 659 of the Public Records of Broward County Florida be amended as follows:

78 FEB 14 AM 10:30

Paragraph (g) to be added to By-Laws Section 3

Directors:

"No person shall serve as a Director of the Association if his apartment is offered for sale. Listing of the apartment with any real estate broker or advertising the apartment for sale in any newspaper or periodical shall be considered an offer to sell.

"An offer of sale shall be found upon the occurrence of, but not limited to, either of the following:

- .1 Listing of the apartment with any real estate broker for sale.
- .2 Advertising the apartment for sale in any publication".

Paragraph .6(a) to be added to 5. Officers:

"No person shall serve as a Director of the Association if his apartment is offered for sale. Listing of the apartment with any real estate broker or advertising the apartment for sale in any newspaper or periodical shall be considered an offer to sell.

"An offer of sale shall be found upon the

7465 PAGE 3

Handwritten initials

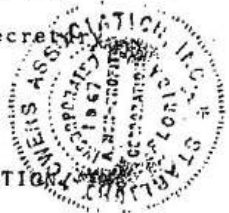


RETURN TO: MADISON H. COCKMAN
ATTORNEY-AT-LAW
2727 E. OAKLAND PARK BLVD. - SUITE 303
FORT LAUDERDALE, FLORIDA 33306

occurrence of, but not limited to, either of the following:

- .1 Listing of the apartment with any real estate broker for sale.
- .2 Advertising the apartment for sale in any publication".

The foregoing amendments were approved by the Board of Directors and unanimously approved by the members of Starlight Towers Association, Inc., held on February 7, 1978 and having been approved and ratified by them, the undersigned certify that they are the President and Secretary of said corporation and that the members unanimously approved said amendments.



In the Presence of:

STARLIGHT TOWERS ASSOCIATION

Charles E. Beermann
Barbara Smith

By Charles E. Beermann
 President

Attest: Mabel Smith
 Secretary.

STATE OF FLORIDA)
) SS:
 COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me an officer duly qualified to take acknowledgments, personally appeared CHARLES E. BEERMANN and MABEL SMITH, President and Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of March, 1978.

7485
 PAGE 1

RECORDED IN THE PUBLIC RECORDS DEPT.
 OF BROWARD COUNTY, FLORIDA
 L. A. HESTER
 COUNTY ADMINISTRATOR

Mabel Smith
 NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES MAY 24 1981
 BROWARD COUNTY COMMISSIONERS



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 5 day of March, 1978.
 By Raymond
 Deputy Clerk

74- 24508

775 E. UNIVERSITY AVENUE
FORT LAUDERDALE, FLORIDA 33406

(94)

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM

The undersigned officers of Starlight Towers Association, Inc., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Item 13. of the Declaration of Condominium, dated November 29, 1967 and recorded November 29, 1967 in Broward County, Florida, in Official Records Book 3545 Page 616 through 685, Public Records, Broward County, Florida including By-Laws of Starlight Towers Association, Inc., Section 8. hereby certify that the following Amendments to Declaration of Condominium were duly proposed and unanimously approved by the Board of Governors of Starlight Towers Association, Inc., and approved by not less than 75 per cent of the apartment owners at an annual meeting additionally called for the purpose of acting upon the Amendment.

JAN 31 2 38 PM '79

AMENDMENT

KNOW ALL MEN BY THESE PRESENTS, that in accordance with the foregoing Certificate, the following amendments are made to the Declaration of Condominium of Starlight Towers Condominium, as recorded in the Public Records of Broward County, Florida in Official Records Book 3545 Page 616 through 685 as follows:

1. Declaration of Condominium, Item 6.2, Page 8

Assessments and installments thereon paid on or before 10 days after the date when due shall not bear interest, but all sums not paid on or before 10 days after date when due shall bear interest at the rate of 10% per annum from the date when due until paid, together with a service charge in the sum of \$25.00. All payments upon account shall be first applied to interest and service charges, and then to the assessment payment first due.

2. By-Laws of the Association, Section 3.3, Page 4.

Add:

Except as hereinafter provided:

FILE 5624 PAGE 20

THIS INSTRUMENT WAS PREPARED BY:
HOWARD B. BLADON
ATTORNEY-AT-LAW
407 E. UNIVERSITY PARK BLVD. SUITE 303
FORT LAUDERDALE, FLORIDA 33406

At the Annual Meeting to be held in 1974, those Directors elected at such Meeting shall be divided into two (2) groups with terms as follows:

Group A - three (3) - Term two (2) years

Group B - two (2) Term One (1) year

Thereafter such Directors shall be elected as their terms shall expire and the term of office shall be for two (2) years.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed this 30 day of Jan, 1974.

Witnesses:

[Signature]

[Signature]

STARLIGHT TOWERS ASSOCIATION, INC.

By *[Signature]*
President

Attest: *[Signature]*
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me an officer duly qualified to take acknowledgments, personally appeared DOMINICK DiSABATINO and MABEL SMITH President and Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC. to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of Jan, 1974.

[Signature]
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
My Commission Expires FEB. 9, 1975
NOTARY PUBLIC STATE OF FLORIDA



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 30 day of Jan, 1974.

By *[Signature]*
Deputy Clerk

RECORDED IN THE OFFICE RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
E. M. STROBEL
COUNTY COMPTROLLER

REF 5624 PAGE 21

76- 49279

THIS STATEMENT WAS PREPARED BY:
R. D. SLADON
ATTORNEY-AT-LAW
2727 E. OAKLAND PARK BLVD. SUITE 303
FORT LAUDERDALE, FLORIDA 33306

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

The undersigned officers of Starlight Towers Association, Inc., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Item 13. of the Declaration of Condominium, dated November 29, 1967 and recorded November 29, 1967 in Broward County, Florida, in Official Records Book 3545 Page 616 through 685, Public Records Broward County, Florida including By-laws of Starlight Towers Association, Inc., Section 8. hereby certify that the following Amendments to Declaration of Condominium were duly proposed and unanimously approved by the Board of Governors of Starlight Towers Association, Inc., and approved by not less than 75% of the apartment owners at an annual meeting additionally called for the purpose of acting upon the Amendment.

AMENDMENT

KNOW ALL MEN BY THESE PRESENTS, that in accordance with the foregoing Certificate, the following amendments are made to the Declaration of Condominium of Starlight Towers Condominium, as recorded in the Public Records of Broward County, Florida in Official Records Book 3545 Page 616 through 685 as follows:

- 1. Declaration of Condominium, Item 10.5, Pages 14 and 15
After approval by the Association, elsewhere required, entire apartments may be rented, provided the occupancy is by the lessee and his family, his servants and guests. No rooms may be rented and no parking space may be rented except as part of an apartment or to another apartment owner, and no transient tenants may be accommodated. RENTING OF APARTMENTS SHALL BE RESTRICTED TO NO MORE THAN TWO LEASES IN ANY ONE CALENDAR YEAR.

IN WITNESS WHEREOF, the parties hereto have hereunto executed

RETURN TO: RONALD B. SLADON
ATTORNEY-AT-LAW
2727 E. OAKLAND PARK BLVD. SUITE 303
FORT LAUDERDALE, FLORIDA 33306

RECORDED IN 1968

RECORDED IN 1968

Handwritten initials/signature

this instrument for the purposes herein expressed this 12
day of March, 1976.

Witnesses:

[Signature]
[Signature]

STARLIGHT TOWERS ASSOCIATION, INC.

By Charles E. Beermann
President

Attest: Harold M. Francis
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me an officer duly
qualified to take acknowledgments, personally appeared Charles E.
Beermann and Harold M. Francis President and
Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC., to me
known to be the persons described in and who executed the foregoing
instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State
last aforesaid this 12 day of March, 1976.

[Signature]
NOTARY PUBLIC

My Commission Expires:

ALL NOTARY PUBLICS IN FLORIDA ARE REQUIRED
BY COMMISSION EXPIRES FEB. 6, 1977
BONDED BY THE CENTRAL INSURANCE UNDERWRITERS

RECORDED IN THE OFFICIAL RECORD BOOK
OF BROWARD COUNTY, FLORIDA
L. A. EDYER
CLERK

COMMISSION EXPIRES
1977

I hereby certify this document to be a true,
correct and complete copy of the record
filed in my office. Dated this 7 day
of April, 1976.
[Signature]
Deputy Clerk

RECORDED IN THE OFFICIAL RECORD BOOK
OF BROWARD COUNTY, FLORIDA
L. A. EDYER
CLERK

85 43024

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM

The undersigned officers of Starlight Towers Association, Inc., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Item 13, of the Declaration of Condominium, dated November 29, 1967 and recorded November 29, 1967 in Broward County, Florida, in Official Records Book 3545, Page 616 through 685, Public Records of Broward County, Florida, including By-Laws of Starlight Towers Association, Inc., Section 8, hereby certify that the following Amendment to the Declaration of Condominium was duly proposed and unanimously approved by the Board of Governors of Starlight Towers Association, Inc., and approved by not less than 75% of the apartment owners at an annual meeting additionally called for the purpose of acting upon the Amendment.

85 FEB 8 PM 3 45

AMENDMENT

KNOW ALL MEN BY THESE PRESENTS, that in accordance with the foregoing Certificate, the following Amendment is made to the Declaration of Condominium of Starlight Towers Condominium, as recorded in the Public Records of Broward County, Florida, in Official Records Book 3545, Page 616 through 685, as follows:

1. Declaration of Condominium, Item 11, 2 (a), Page 16, adding Paragraph 5, as follows:
- (5) Screening Fee. Any prospective purchaser, prospective lessee, or apartment owner, on their behalf, shall pay to the Association a non-refundable Screening Fee of \$50.00 at the time an application is submitted by said person, or persons, for Association approval. Failure to pay this fee shall result in the disapproval by the Association of the application.

REC 12315 PAGE 844

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed this 5 day of February, 1985.

Witnesses:

Albert McPherson
[Signature]

STARLIGHT TOWERS ASSOCIATION, INC.

By: Daphne Polgoriski
President


Attest: Marek H. [Signature]
Secretary

232

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me an officer
duly qualified to take acknowledgments, personally appeared
Sophia Podgorak and Maurice Smith, President
and Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC.,
to me known to be the persons described in and who executed the
foregoing instrument and acknowledged before me that they executed
the same.

WITNESS my hand and official seal in the County and State
last aforesaid this 5 day of February, 1985.


Notary Public


My Commission Expires:

RECORDED IN THE OFFICIAL RECORDS
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

REC 12315 PAGE 845

I hereby certify this document to be a true,
correct and complete copy of the record
filed in my office. Dated this 3 day
of February, 1985.
By R. J. Barua
Deputy Clerk



MADE IN MAN
SUN... DRIVE
FORT LAUDERDALE, FLORIDA 33304

CERTIFICATE OF AMENDMENT

TO

85 43023 DECLARATION OF CONDOMINIUM

The undersigned officers of Starlight Towers Association, Inc., a corporation not for profit under the laws of the State of Florida, pursuant to the provisions of Item 13 of the Declaration of Condominium, dated November 29, 1967, and recorded November 29, 1967, in Broward County, Florida, in Official Records Book 3545, Page 616 through 685, Public Records of Broward County, Florida, including By-Laws of Starlight Towers Association, Inc., Section 8, hereby certify that the following Amendments to the Declaration of Condominium were duly proposed and unanimously approved by the Board of Governors of Starlight Towers Association, Inc., and approved by not less than 75 per cent of the apartment owners at an annual meeting additionally called for the purpose of acting upon the Amendments.

AMENDMENTS

KNOW ALL MEN BY THESE PRESENTS, that in accordance with the foregoing Certificate, the following Amendments were made to the Declaration of Condominium of Starlight Towers Condominium, as recorded in the Public Records of Broward County, Florida, in Official Records Book 3545, Page 616 through 685, as follows:

1. Articles of Incorporation of Starlight Towers, Inc., Article 5, Directors, Page 3 at Page 4, add:
 5. Two (2) alternate directors shall also be elected at the annual meeting of the members in the manner determined by the By-Laws.
2. By-Laws of Starlight Towers Association, Inc., Section 3, Directors, Page 4 at Page 6, add:
 - .14 Two (2) alternate directors shall also be elected at the time of the annual members' meeting in the same manner as the directors. The term of an alternate director shall be for one (1) year. An alternate director shall only act in the absence of a director, and only when it is necessary to provide a quorum at a Director's Meeting. The alternate director who shall first be seated, as above specified, shall be that alternate director who received the larger number of votes at his election.

*Madison, Mr. Cassiano
1040 Bayview Dr. #101
Ft. Lauderdale, FL 33304*

85 FEB 8 1968 3 45

OFF 12315 PAGE 842

IN WITNESS WHEREOF, the parties hereto have hereunto
executed this instrument for the purposes herein expressed, this
5 day of February, 1985.

Witnesses:

Albert McGhee
[Signature]

STARLIGHT TOWERS ASSOCIATION, INC.

By: Sophia Podgorski
President

Attest: Malcolm Smith
Secretary

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me an officer duly
qualified to take acknowledgments, personally appeared
Sophia Podgorski and Malcolm Smith, President
and Secretary respectively of STARLIGHT TOWERS ASSOCIATION, INC.,
to me known to be the persons described in and who executed the
foregoing instrument and acknowledged before me that they executed
the same.

WITNESS my hand and official seal in the County and State
last aforesaid this 5 day of February, 1985.

[Signature]
NOTARY PUBLIC

My Commission Expires:

REC 12315 PAGE 843

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR



I hereby certify this document to be a true,
correct and complete copy of the record
filed in my office. Dated this 2 day
of February, 1985.
By [Signature]
Deputy Clerk

82- 23059

THIS INSTRUMENT WAS FILED FOR
RECORD IN COUNTY OF
PALM BEACH
928 N. Victoria Park Road
Fort Lauderdale, Florida 33304

CANCELLATION OF LEASE AGREEMENTS

COMES NOW, CHARLES E. BURGMANN, MARTIN L. SARGENT
and KAVEL BEITH as Trustees pursuant to that certain Land
Trust Agreement dated Oct. 8, 1976, and STARLIGHT TOWERS
ASSOCIATION INC., also known as STARLIGHT TOWERS CONDOMINIUM
ASSOCIATION INC., the beneficiary of that certain Land Trust
Agreement dated the 8th day of October, 1976 hereby covenant and agree
as follows:

WHEREAS, the Trustees are owners of those certain leases,
the legal description to which is attached hereto and made
a part hereof and marked Exhibit I; and

WHEREAS the Association is Lessee pursuant to the
above-mentioned Leases.

NOW, THEREFORE, in consideration of the mutual
covenants herein contained and \$10.00 and other good and
sufficient consideration receipt of which is hereby
acknowledged the parties agree as follows:

1. The parties hereto covenant and agree that
SAID leases are hereby cancelled, terminated and said
real property encumbered thereby is hereby forever released
and discharged from said leases.

2. That all parties to said lease agreements are
hereby released and discharged from all liabilities there-
under.

Dated this 27 day of January, 1982.

Signed, sealed and delivered
in the presence of:

[Handwritten signatures of Charles E. Burgmann, Martin L. Sargent, and Kavel Beith]

[Handwritten signature of Charles E. Burgmann]
CHARLES E. BURGMANN
[Handwritten signature of Martin L. Sargent]
MARTIN L. SARGENT
[Handwritten signature of Kavel Beith]
KAVEL BEITH
STARLIGHT TOWERS ASSOCIATION, INC.
By *[Handwritten signature of Robert A. Kaye]*
President
Attest: *[Handwritten signature of Robert A. Kaye]*

RETURN TO: MADISON H. COFFMAN
Attorney at Law
938 N. Victoria Park East
Fort Lauderdale, Florida 33304

Jan 28 12 00 PM '82

RECORDED

11 50
ll

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CHARLES B. BERDMANN, MARTIN L. BARGENT and MARIE SMITH, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of June, 1982

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA
COUNTY OF BROWARD

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE BY COMMISSION EXPIRES JUNE 24 1983

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WALTER J. LISCHE and MARIE G. SMITH, President and Secretary of STARLIGHT TOWERS ASSOCIATION, INC., well known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of June, 1982

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA
COUNTY OF BROWARD

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE BY COMMISSION EXPIRES JUNE 24 1983

100086642

- a. Lease to RANKIN AMERICAN PROPERTIES LIMITED a Canadian corporation executed Jan. 23, 1969 and recorded Jan. 30, 1969 in Official Records Book 3848, page 213 of the Public Records of Broward County, Florida as assigned to R. W. Rankin, as Trustee and Georgene E. Rankin, as Trustee dated Dec. 16, 1971 and recorded in Official Record Book 4727, Page 346, of the Public Records of Broward County, Florida. And as further assigned to Charles E. Boermann, Florence M. Mervin and Habel Smith, as Trustees under the provisions of a certain Trust Agreement dated October 8, 1976, recorded Nov. 3, 1976 in Official Record Book 5786, Page 292 of the Public Records of Broward County, Florida and Official Record Book 6784, Page 289 of the Public Records of Broward County, Florida.
- b. Lease to Starlight Towers Association Inc., a non-profit Florida corporation, dated November 29 1967, recorded Dec. 4, 1967 in Official Records Book 3348, Page 416 as amended by Amendment to lease recorded Sept. 4, in Official Records Book 3741, Page 422 and as corrected by a Corrective Lease recorded Oct. 29, 1968 in Official Records Book 3779, Page 139, all of the Public Records of Broward County, Florida and as subsequently amended and assigned.

EXHIBIT I

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATKINS
COUNTY ADMINISTRATOR

100032544