

339 SIXTH AVENUE, SUITE 1400 PITTSBURGH, PA 15222

Phone: (412) 391-5555 Fax: (412) 391-7608

E-mail: <u>TitleExpress@grantstreet.com</u>

www.GrantStreet.com

PROPERTY INFORMATION REPORT

ORDER DATE: 12/18/2019

REPORT EFFECTIVE DATE: 20 YEARS UP TO 12/17/2019

CERTIFICATE # 2015-13650 ACCOUNT # 504201NP0080 ALTERNATE KEY # 485595 TAX DEED APPLICATION # 44750

COUNTY, STATE: BROWARD, FL

At the request of the County Tax Collector for the above-named county, a search has been made of the Public Records for the following described property:

LEGAL DESCRIPTION:

A leasehold interest in Apartment No. 8, in the apartment building known as BEACH RIDGE APARTMENTS, INC, situate, lying and being on Lots 9 and 10, Block 5, of Birch Ocean Front Subdivision, according to the Plat thereof recorded in Plat Book 19, page 26, of the Public Records of Broward County, Florida.

PROPERTY ADDRESS: 508 ANTIOCH AVENUE #8, FORT LAUDERDALE FL 33304

OWNER OF RECORD ON CURRENT TAX ROLL:

JAY M CARNEY 508 ANTIOCH AVE APT 8 FORT LAUDERDALE, FL 33304-3967

APPARENT TITLE HOLDER & ADDRESS OF RECORD:

JAY M. CARNEY OR: 35514, Page: 1187

(Per Proprietary Lease. No address found on document.)

BEACH RIDGE APARTMENTS, INC.

(Per Proprietary Lease 35514-1187. Owner of Co-op. Unable to locate a Fee Deed in the Official Records of Broward County. No address found on document.)

BEACH RIDGE APARTMENTS INC.

PO BOX 39752

FT. LAUDERDALE, FL 33339-9752 (Per Sunbiz)

CABOT MGMT. & MARKETING, INC., REGISTERED AGENT O/B/O BEACH RIDGE APARTMENTS INC. 2727 E. OAKLAND PARK BLVD #301 FORT LAUDERDALE, FL 33306 (Per Sunbiz)

MORTGAGE HOLDER OF RECORD:

None found.

LIENHOLDERS AND OTHER INTERESTED PARTIES OF RECORD:

KIVI, LLC 780 NW LE JEUNE RD. #525 ATTN: IVAN CASTENEDA MIAMI, FL 33126 (Tax Deed Applicant)

PROPERTY INFORMATION REPORT - CONTINUED

PARCEL IDENTIFICATION NUMBER: 5042 01 NP 0080

CURRENT ASSESSED VALUE: \$181,130 HOMESTEAD EXEMPTION: No MOBILE HOME ON PROPERTY: No OUTSTANDING CERTIFICATES: N/A

OPEN BANKRUPTCY FILINGS FOUND? No

OTHER INSTRUMENTS ASSOCIATED WITH PROPERTY BUT NO NOTICE REQUIRED:

Proprietary Lease OR: 16935, Page: 197

Approval for Membership OR: 35514, Page: 1179

Proprietary Lease OR: 35514, Page: 1180

This is a Property Information Report that has been prepared in accordance with the requirements of Sections 197.502(4) and (5), Florida Statutes, and which satisfies the minimum standards set forth in the Florida Administrative Code, Chapter 12D-13.016. This report is not title insurance. It is not an opinion of title, title insurance policy, warranty of title or any other assurance as to the status of title, and shall not be used for the purpose of issuing title insurance.

Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Christina Young

Title Examiner



Site Address	508 ANTIOCH AVENUE #8, FORT LAUDERDALE FL 33304	ID#
Property Owner	CARNEY, JAY M	Millage
9	508 ANTIOCH AVE APT 8 FORT LAUDERDALE FL 33304-	Use
	3967	

ID#	5042 01 NP 0080
Millage	0312
Use	05

Abbr Legal Description

BEACH RIDGE CO-OP UNIT 8

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

	reduction	for costs of	sale and	d other adjustme	nts re	equired by	Sec. 193	.011(8)	•		
			Prope	erty Assessment	Value	es					
Year	Land	Buildi Improve	•		Just / Market Value		Assessed / SOH Value		Tax		
2019 \$	18,110	\$163,0)20	\$181,13	0	\$1 ⁻	\$172,260				
2018 \$	17,150	\$154,3	370	\$171,52	0	\$1	\$156,600		\$3,194.51		
2017 \$	14,650	\$131,8	350	\$146,50	0	\$14	\$142,370		\$2,913.34		
,		2019 Exemp	tions an	nd Taxable Value	s by 1	axing Aut	hority				
		C	ounty	School E	oard	Mu	unicipal		Independent		
Just Value		\$18	1,130	\$18	1,130	\$	181,130		\$181,130		
Portability			0		0	1	0		0		
Assessed/SO	Н	\$17	2,260	\$18	\$181,130		\$172,260		\$172,260		
Homestead			0		0		0		0		
Add. Homest	ead	0		0			0		0		
Wid/Vet/Dis			0		0 0			0		0	
Senior			0		0 0			0		0	
Exempt Type			0		0		0		0		0
Taxable		\$17	2,260	\$18	\$181,130 \$172,260		172,260		\$172,260		
		Sales History	/			L	and Calc	ulation	าร		
Date	Type	Price	Bool	k/Page or CIN		Price	Fac	ctor	Туре		
5/29/2003	CPT	\$90,000	\$90,000 3551 4								
11/15/2002	CPT	\$75,000	375,000 35514 /								
9/1/1989	D	\$48,000	\$48,000 16935								
12/1/1987	CPT	\$65,000	ĺ								
	Ì					Adj. I	3ldg. S.F.		792		
	н	н				Units/E	Beds/Bath	ıs	1/2/1		
						Eff./Ac	t. Year B	uilt: 19	57/1956		

	Special Assessments							
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
03								
R								
1								

Board of County Commissioners, Broward County, Florida Records, Taxes, & Treasury

CERTIFICATE OF MAILING NOTICES

Tax Deed #44750

STATE OF FLORIDA COUNTY OF BROWARD

THIS IS TO CERTIFY that I, County Administrator in and for Broward County, Florida, did on the 1st day of April 2020, mail a copy of the Notice of Application for Tax Deed to the following persons prior to the sale of property, and that payment has been made for all outstanding Tax Certificates or, if the Certificate is held by the County, that all appropriate fees have been paid and deposited:

BEACH RIDGE APARTMENTS INC.
PO BOX 39752
FT. LAUDERDALE, FL 33339-

9752

BEACH RIDGE APARTMENTS, INC. 508 ANTIOCH AVE FT LAUDERDALE, FL 33304 JAY M. CARNEY 508 ANTIOCH AVE #8 FORT LAUDERDALE, FL 33304 CABOT MGMT. & MARKETING, INC., REGISTERED AGENT O/B/O BEACH RIDGE APARTMENTS INC. 2727 E. OAKLAND PARK BLVD #301 FORT LAUDERDALE, FL 33306

CITY OF FORT LAUDERDALE ATTN: CITY ATTORNEY OFFICE 100 N ANDREWS AVE 7TH FLOOR FORT LAUDERDALE, FL 33301

I certify that notice was provided pursuant to Florida Statutes, Section 197.502(4)

I further certify that I enclosed with every copy mailed, a statement as follows: 'Warning - property in which you are interested' is listed in the copy of the enclosed notice.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1st day of April 2020 in compliance with section 197.522 Florida Statutes, 1995, as amended by Chapter 95-147 Senate Bill No. 596, Laws of Florida 1995.

SEAL

Bertha Henry
COUNTY ADMINISTRATOR
Finance and Administrative Services Department
Records, Taxes, & Treasury Division

Ву	
Deputy Juliette M. Aikman	



Broward County, Florida

INSTR # 116346417 Recorded 02/12/20 at 02:30 PM **Broward County Commission** 1 Page(s)

Signatura COWWI

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION

NOTICE OF APPLICATION FOR TAX DEED NUMBER 44750

NOTICE is hereby given that the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the name in which it was assessed are as follows:

Property ID:

504201-NP-0080

Certificate Number:

13650

Date of Issuance:

05/26/2016

Certificate Holder:

KIVI, LLC

Description of Property: BEACH RIDGE CO-OP

UNIT 8

Name in which assessed: CARNEY, JAY M

Legal Titleholders:

CARNEY, JAY M

508 ANTIOCH AVE APT 8

FORT LAUDERDALE, FL 33304-3967

All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 20th day of , 2020 . Pre-bidding shall open at 9:00 AM EDT, sale shall commence at May 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

> broward.deedauction.net *Pre-registration is required to bid.

Dated this 3rd February day of . 2020 .

Bertha Henry

County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

Ву:

Abiodun Ajayi Deputy

This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.

Publish:

DAILY BUSINESS REVIEW

Issues:

04/16/2020, 04/23/2020, 04/30/2020 & 05/07/2020

Minimum Bid: 19575.33

401-314

Broward County, Florida

RECORDS, TAXES & TREASURY DIVISION/TAX DEED SECTION NOTICE OF APPLICATION FOR TAX DEED NUMBER 44750

NOTICE is hereby given that the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the name in which it was assessed are as follows:

Property ID: 504201-NP-0080

Certificate Number: 13650
Date of Issuance: 05/26/2016
Certificate Holder: KIVI, LLC

Description of Property: BEACH RIDGE CO-OP

UNIT 8

A LEASEHOLD INTEREST IN APARTMENT NO. 8, IN THE APARTMENT BUILDING KNOWN AS BEACH RIDGE APARTMENTS, INC, SITUATE, LYING AND BEING ON LOTS 9 AND 10, BLOCK 5, OF BIRCH OCEAN FRONT SUBDIVISION, ACCORDING TO THE PLAT THEREOF

RECORDED IN PLAT BOOK 19, PAGE 26, OF THE PUBLIC RECORDS

OF BROWARD COUNTY, FLORIDA.

Name in which assessed: CARNEY, JAY M Legal Titleholders: CARNEY, JAY M

508 ANTIOCH AVE APT 8

FORT LAUDERDALE, FL 33304-3967

All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 20th day of May ,2020. Pre-bidding shall open at 9:00 AM EDT, sale shall commence at 10:00 AM EDT and shall begin closing at 11:01 AM EDT at:

broward.deedauction.net *Pre-registration is required to bid.

Dated this 28th day of February , 2020 .

Bertha Henry

County Administrator

RECORDS, TAXES, AND TREASURY DIVISION

By:

Abiodun Ajayi Deputy

This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.

Publish: DAILY BUSINESS REVIEW

Issues: 04/16/2020, 04/23/2020, 04/30/2020 & 05/07/2020

Minimum Bid: 19870.33

BROWARD COUNTY SHERIFF'S OFFICE

2601 West Broward Blvd Fort Lauderdale, Florida 33312

Sheriff # 20016608

Broward County, Florida VS Jay M Carney

Type of Writ: Tax Sale - Broward

RETURN OF SERVICE

Court Case # TD 44750

Received by CCN 17912 04/10/2020 7:13 AM

Court: County / Broward FL

Serve: Jay M Carney 508 Antioch Avenue Apt 8 Fort Lauderdale FL 33304

Served:

Not Served:

X

Broward County Revenue-Delinquent Tax Section 115 S. Andrews Ave.

Room A-100

Fort Lauderdale FL 33301

Date: 04/10/2020 Time: 10:08 AM

On Jay M Carney in Broward County, Florida, by serving the within named person a true copy of the writ with the date and time of service endorsed thereon by me, and copy of the complaint petition or initial pleading by the following method:

Posted Residential: By attaching a true copy to a conspicuous place on the property described in the complaint or summons. Neither the tenant nor a person residing therein 15 years of age or older could be found at the defendant's usual place of abode in accordance with F.S. 48.183

COMMENTS: Posted on wall next to front door

You can now check the status of your writ by visting the Broward Sheriff's Office Website at www.sheriff.org and clicking on the icon "Service Inquiry"

Gregory Tony, Sheriff Broward County, Florida

J. Palermo, #17912

D.S.

RECEIPT INFORMATION		EXECUTION COSTS	DEMAND/LEVY INFORMATION		
Receipt#			Judgment Date	n/a	
Check #			Judgment Amount	\$0.00	
Service Fee	\$0.00		Current Interest Rate	0.00%	
On Account	\$0.00		Interest Amount	\$0.00	
Quantity			Liquidation Fee	\$0.00	
Original	1		Sheriff's Fees	\$0.00	
Services	1		Sheriff's Cost	\$0.00	
			Total Amount	\$0.00	

BROWARD COUNTY, FORT LAUDERDALE, FLORIDA RECORDS, TAXES AND TREASURY DIVISION/TAX DEED SECTION PROPERTY ID # 504201-NP-0080 (TD #44750)

WARNING

RECEIVED SHERIFF 2020 APR -7 AM 9:57

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE OUNTY. FLORIDA

BROWARD COUNTY SHERIFF'S DEPT ATTN: CIVIL DIVISION FT LAUDERDALE, FL 33312

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NOTE

AS PER FLORIDA STATUTES 197.542, THIS PROPERTY IS BEING SCHEDULED FOR TAX DEED AUCTION, AND WILL NO LONGER BE ABLE TO BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY ALL PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED FOR SALE. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS LETTER.

PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; PERSONAL OR **BUSINESS CHECKS ARE NOT ACCEPTED.**

AMOUNT NECESSARY TO REDEEM: (See amounts below)

MAKE CHECKS PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- * Amount due if paid by April 30, 2020\$15,969.81
- * Amount due if paid by May 19, 2020\$16,168.99

*AMOUNTS DUE MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE PRIOR TO SUBMITTING PAYMENT FOR REDEMPTION.

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON May 20, 2020 UNLESS THE BACK TAXES ARE PAID.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORD, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374 OR 5395 FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

www.broward.org/recordstaxestreasury

PLEASE SERVE THIS ADDRESS OR LOCATION

CARNEY, JAY M **508 ANTIOCH AVE APT 8** FORT LAUDERDALE, FL 33304-3967

NOTE: THIS IS THE ADDRESS OF THE PROPERTY SCHEDULED FOR AUCTION

RETURN TO: CASORIA & GOFF 228 BAYVIEW BUILDING **1040 BAYVIEW DRIVE**

FORT LAUDERDALE, FLORIDA 3330 ROPRIETARY LEASE

THIS INDENTURE made this 13thday of Sept. , 1989, by and between BEACH RIDGE APARTMENTS, INC., a Delaware corporation, licensed to do business in the State of Florida, as Lessor, and

MAXIMO PEREZ, as Trustee as Lessee,

P.O.Box 9303 Bridgeport, Conn 06601

WITNESSETH:

in Broward County for Documentary Stanip Tax as required by taw

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~89**4**62301

That in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto, and the payment of the annual assessments hereinafter designated to be paid by the Lessee in accordance with the provisions of this Lease, the said Lessor has leased, rented, let and demised and by these presents does lease, rent, let and demise unto the said Lessee, the following described property situate, lying and being in Broward County, Florida, to-wit:

Apartment No. 8, in the apartment building known as BEACH RIDGE APARTMENTS, INC., situate, lying and being on Lots 9 and 10, Block 5, of Birch Ocean Front Subdivision, according to the Plat thereof recorded in Plat Book 19, page 26, of the Public Records of Browsrd County, Florida.

TO HAVE AND TO HOLD the premises unto the said Lessee, his or her executors, administrators or assigns, from the first day of March, 1957, until the 28th day of February, 2056.

The terms, conditions, covenants and agreements of this Lease are as follows, to-wit:

1. Annual Assessments: No rental as such shall be payable under this proprietary lease as each of the Lessees in this apartment building have purchased the ownership of said apartment subject to the terms of this lease and of the by-laws of the corporation, BEACH RIDGE APARTMENTS, INC., and such rules and regulations as may be promulgated in the future by the Board of Directors of said BEACH RIDGE APARTMENTS, INC.

Bach Lessee is subject to the payment of assessments for the upkeep and maintenance of the corporation property. The Board of Directors of the Corporation shall from time to time fix and determine the sums of money needed for the continued ownership and operation of the apartment building. They shall determine the amount required for operating items, such as ground rent, taxes, insurance, mortgage payments including principal and interest, repairs, betterments, building and yard maintenance or other operating expenses. All of these items shall be assessed as a single sum against all twenty apartments and prorated thereto among all of the Owners on a basis of the square footage of the apartment owned.

Said assessments shall be payable at least quarterly in advance to the corporation. The Board of Directors may prescribe payments in advance for a longer period of time over and above the aforesaid minimum. The Board of Directors may set up an operating fund in order to provide a reserve for the corporation which may be replenished from time to time as needed.

Special Assessments, should such be required, shall be paid and levied in the same manner as regular assessments.

The Lessee agrees to pay promptly when due all assessments assessed against his apartment unit, but no Lessee shall be personally liable for corporation debts to any extent whatsoever.

2. <u>Possession</u>. Lessee has inspected the leased property and will accept the same in its present condition upon the start of this lease. Lessee upon the payments of the assessments above reserved and upon the due performance of the agreements, conditions, covenants, and terms herein contained on the Lessee's 'part to be kept, observed and performed, shall and may at all times and in all things during the term hereby granted, peaceably and quietly have, hold and enjoy the said demised premises without any manner of lot, suit, trouble or hindrance or disturbance by said Lessor.

The Lessor shall be obliged to give the initial Lessee under this Lease peaceful and quite possession of said apartment unit but thereafter no obligation shall rest upon the Lessor to deliver possession.

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BK-16965260197

Lessor further agrees that Lessee shall have the right of joint use and enjoyment in common with other Lessees of the property of the corporation not specifically lessed to other Lessees, except insofar as it may be limited or restricted by this Lesse by the rules and regulations and by-laws of the corporation.

3. <u>Use:</u> Lessee does hereby agree to promptly observe and comply with, at his, her or its own expense during the terms of said lease, all present and future by-laws and rules and regulations adopted by the corporation, statutes, ordinances, rules and regulations promulgated by any governmental body having jurisdiction over the leased premises and will abide by all rules and regulations of the Southeastern Underwriters' Association for the prevention of fire.

Lessee agrees that he, she or it will not do or suffer to be done in and upon the leased premises any act or thing which shall or may be of a disorderly or unlawful nature or nuisance, or which may couse Jamage to the Lessor or to its premises.

Lessee further agrees that the apartment unit shall be used only as a private residence for the use of the Lessee, his family, guests and servants, and/or his approved tenant or transferee.

4. <u>Maintenance</u>: Lessee agrees that he will keep the apartment unit in good order and repair at his own cost and expense, and will make no structural changes or fixture or equipment substitutions without prior approval of the corporation.

Lessee further agrees that he will make all necessary repairs to plumbing and electrical repairs for interior plumbing or electrical wiring.

That he will promptly pay, upon receiving notice of the same, the expenses of repair, damage or replacement, as determined by the Board of Directors, of any property in another Lessee's apartment unit or the common property of the corporation, caused by the negligence, carelessness or other acts of such Lessee's household, servants, tenants, visitors and invitees. In the event such Lessee fails to make such payments, the Board of Directors are authorized to assess the same against the Lessee's apartment unit and enforce payment thereof under the provisions of Paragraph No. 17 of this Agreement.

That the Lessor will maintain in a good state of repair all plumbing, wiring, sidewalks, swimming pools, entrances, roofs, fences and other property intended for the general use of all the Lessees provided, however, that in case any repairs shall become necessary to the roof, plumbing, electrical wiring, etc., or other parts of installations intended for the general service of all the Lessees, Lessor, except as hereinafter provided, will execute such repairs with due diligence, not being liable for interruptions not reasonably avoidable, in the supply of services or for other temporary interruptions in the proper operation of said community.

5. Insurance: Lessor agrees that it will adequately insure all of the property of the corporation against risks covered by fire, extended coverage, and public liability insurance.

Lessee agrees that he will be responsible for carrying adequate fire and extended coverage insurance upon the contents of the apartment leased to Lessee and may carry such other insurance as Lesses desires.

- 6. Payment of Taxes, Rental and Other Costs by Corporation: The Lessor agrees that to the limit of its resources, it will:
- a. Pay the annual rental of Four Thousand Eight Hundred Dolars (\$4,800.00) per year, payable to the owners of the property on which the corporation's apartment building is located, pursuant to the terms of a 99-year lease under which the corporation is now the lessee.
- b. To pay all taxes and assessments which may be levied against the property of the corporation.
- c. To pay the premium on any and all necessary insurance required to be carried by the Lessor under this lease.
- d. To pay any and all necessary bills which might be incurred for operation or maintenance of the corporate property.
- e. To pay all principal and interest payments due and payable on existing or future mortgages.
- 7. Utility Charges: Lessees agree to pay promptly when due all charges for individual utilities furnished to their individual apartment, regardless whether the

same be for telephone, gas, electric, water or sewers.

The Lessor agrees to pay all utilities which may be incurred in connection with the operation of the common areas belonging to the corporation and used by all of the Lessees and holders of ownership certificates.

8. Operation and Management: Lessor agrees to provide a high standard of management for the corporation property and in connection therewith that it will do and perform all acts reasonably required to maintain a sound operation and to protect the investment of the various lessees and owners.

It agrees that it shall set up reasonable operating and maintenance reserves designed to carry the operation of the corporation for specific periods of time so as to alleviate as much as possible the necessity of a large number of special assessments.

Lessor further agrees that it will attempt to maintain and manage BEACH RIDGE APARTMENTS, INC., as a first-class apartment house keeping the lawns, land-scaping, gardens, walkways, parking areas, seawalls and docks in an attractive and sanitary condition for the use and benefit of all of the Lessees and owners.

9. Sale, Lease, Exchange or Mortgage of Corporate Property: All of the proprietary leases and Ownership Certificates issued to the individual owners are and shall be subordinate to the mortgage encumbering the property to which the corporation holds a ninety-nine year lease. The ninety-nine year lease held by the corporation on the property upon which this co-operative apartment building has been erected is also subordinate to said mortgage.

The property belonging to the corporation shall not be sold, leased, exchanged or any new mortgage taken out against said property as an entirety without the approval, by vote or written consent, of three-quarters of all of the owners of the Ownership Certificates.

In the future, should three-quarters of all the owners of Ownership Certificates vote to place a new mortgage against the corporation's property, then and in that event the corporation's leasehold interest and the interest of the holders of all of the individual proprietary leases and Ownership Certificates shall be subordinate to that mortgage.

- 10. Inspection of Leased Property: Lessee shall permit the Lessor or its agent to enter the said demised premises at any reasonable time during daylight hours or during an emergency during the hours of darkness for the purpose of inspecting the leased property or of making repairs that the Lessee may neglect or refuse to make in accordance with the agreements, conditions and covenants of this lease.
- 11. Licensees: It is agreed that the Lessor shall not be liable to Lessee nor to any of Lessee's servants, patrons, guests or liecensees by reason of the condition of the leased apartment premises or any fixtures or personal property located therein. It shall be the duty of the Lessee at his expense to maintain the interior of said apartment in a safe condition.
- 12. Ownership Certificates: There shall be two types of Ownership Certificates issued by the Corporation Resident Ownership and Special Ownership Certificates. A "Resident Ownership" is defined as any natural person owning an Ownership Certificate under which the owner is currently entitled to full occupancy rights and carries with it full voting rights in the affairs of the corporation. "Special Ownership" is defined as any person, firm or corporation owning an Ownership Certificate without occupancy rights having been granted by the Board of Directors; Special Ownership shall carry with it the right to vote with Resident owners on all matters.

The total number of Resident and Special Owners shall be 20 in number.

In the event that this Lease is issued pursuant to a Resident Ownership Certificate, a Resident Ownership Certificate shall be issued by the corporation simultaneous with the execution of this Lease to the Lessee.

The purpose of issuing Special Ownership Certificates is to permit corporations or other persons to have Ownership Certificates issued to them with the right to have a Sublease entitling the person to whom said sublease is issued to full occupancy rights. Said sublease must be approved by the Board of Directors of the Lessor pursuant to the provisions of the rules and regulations and by-laws of Lessor in case of a sublease of more than six months. No approval shall be needed for a sublease of six months or less.

A lease shall be issued to one who qualified as a special owner but said lease shall not entitle said owner to occupancy rights, but shall permit said owner to sublet the apartment to said third persons in accordance with the terms of this lease and the by-laws and regulations of Lessor.

Said Sublease shall terminate upon the death of the sublessee in the case of a sublease of the Special Owner.

The Certificate of Ownership, either Resident or Special, shall be transferable only upon the books of the corporation pursuant to the rules and by-laws of the corporation.

- 13. Sale by Lessee of Apartment. In the event of the sale or transfer by the Lessee of the apartment unit, whether voluntary or involuntary (excepting, however, transfers by way of pledge only or in trust with occupancy rights retained by the Lessee) and upon due notice to the corporation of said sale or transfer, all occupancy rights of the Lessee and those in possession by virtue of his prior ownership, shall thereupon cease and terminate, and the vendee or transferee shall be deemed the owner of said aprtment unit but without right of occupancy unless and until the same be duly approved by the Corporation. Approval of the right of occupancy shall not be denied any transferee or vendee who, at the time of such transfer or sale (or at the death of a Resident Lessee, if the transfer results from his death), is or was the Resident Lessee's lawful spouse or related to him by blood within the second degree.
- 14. Tenancy by the Entireties: In the event of the death of the Lessee, or of the surviving Lessee, should the Lessees hold such lease and ownership Certificates as tenants by the entireties, the transfer of the Ownership Certificate and this Lesse shall be accomplished in the manner provided in the by-laws of the Lessor.
- apartment premises or any part thereof, except in accordance with the provisions set forth in the by-laws of BEACH RIDGE APARTMENTS, INC. It is expressly understood that before any sublessee for a period of over six months, shall be entitled to occupancy of said apartment, that said sublessee must be approved by the Board of Directors in accordance with the by-laws of BEACH RIDGE APARTMENTS, INC. Approval of a sublessee for a period of six months or less, shall not require approval of the Board of Directors, but said sublesse shall be subject to the special provisions hereinafter set forth.

Approval of a sublease shall not release the Lessee from the obligations of this lease.

- 16. Pledge of Lease and Ownership Certificate: The corporation shall maintain a suitable register for the recording of pledged Lease and Ownership Certificates. Any pledgee of a Lease and Ownership Certificate may, but is not obliged to, notify the corporation of the pledge and the terms thereof, furnishing the Secretary of the Corporation with such information as may be required by the Board of Directors. In the event notice of default is given any Leasee 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 by the corporation of its assets, and prior to the distribution of the proceeds thereof to the Leasees, suitable notice shall be given all registered pledgees. No other obligation is accepted or assumed by the corporation with respect to such registration of pledged Lease and Ownership Certificate.
- 17. Default: (a) In the event of default by the Lessee in the payment of any sums, charges or assessments required to be paid under the lease, the corporation may by direction of its Board of Directors terminate the Lease and Ownership Certificate on thirty days' written notice to the Lesses. Unless said default is cured within the thirty-day notice period aforesaid, the corporation may then declare this Lease and Ownership Certificate as terminated for non-payment of any sums and offer for sale a substitute Lease and Ownership Certificate for the apartment unit at an amount determined by the Board of Directors to be its fair market value. On disposal of the substitute Lease and Ownership Certificate, the corporation shall pay to the Lessee the amount of the disposal price, less any unpaid assessments or charges accured to the date of disposition, the expenses sale (which shall include a reasonable brokerage commission) and the estimated cost of placing the apartment unit covered by the Lease and Ownership Certificate in suitable condition for a new occupant. The offering of a substitute Lease and Ownership Certificate shall be limited to persons or entities qualified for resdience or Special membership

- (b) In the event of violation by the Lessee of any of the provisions of this Lease or of the Certificate of Incorporation or of the by-laws or of the Rules and Regulations of the Corporation as now or hereafter constituted, the Corporation may by direction of its Board of Directors elect to cancel and terminate the Lesse and Ownership Certificate on thirty days' written notice to the Lessee. If the violation shall not be cured within the thirty-day notice period aforesaid or if the violation shall be persistently renewed, the corporation may require the Lessee and the Lessee hereby agrees to quit and surrender the apartment unit and the Lessee shall thereafter become and be a special owner, or if the corporation shall have elected, instead, to terminate the Lease and Ownership Certificate, upon the expiration of said notice period, or upon the persistent renewal of such violation, the corporation may then declare the Lesse and Ownership Certificate terminated and offer for sale a substitute Lease and Junership Certificate upon the same terms and conditions as in the case where the Lessee's default was for nonpayment of any sums, charges or assessments required to be paid under this Lease and Ownership Certificate, as hereinbefore set forth in 17 (a) hereof.
- (c) In case any sublessee of a lease of less than six (6) months, or any member of his family shall violate any of the by-laws or rules and regulations adopted by the corporation or any statute, ordinance, rule or regulation promulgated by any governmental body, or the rules and regulations of Southeastern Underwriter's Association for the prevention of fire or he or any member of his family shall do or suffer to be done upon the leased premises or the corporation property, any action or thing which shall or may be of a disorderly or unlawful manner or consequence or which may cause damage to the Lessor or to its premises, the Board of Directors shall have the right to terminate said sublease by giving to the occupant written notice, either through the United States Mails direct to said occupant at the apartment occupied, or by personal delivery of said notice in writing to the occupant or any member of his family to vacate said premises within five (5) days.

Said sublessee shall forthwith vacate the leased premises within five (5) days as set forth in said notice. In the event that said sublessee should fail to vacate said premises within five (5) days, the corporation may bring supplementary proceedings as provided by the laws of the State of Florida to evict said sublessee.

The decision to oust said sublessee shall be in the sole discretion of the Board of Directors as the purpose back of this provision is to insure that occupants of the apartment building owned by the corporation conduct themselves and their households in a manner which will maintain the high standards of a first class apartment building.

Any sublessee for under six (6) months accepting a sublesse to any apartment unit shall be bound by these provisions as though the same were fully set forth in said sublesse and shall have no defense either in law or in equity to said eviction proceedings.

- 18. Surrender of Premises: In the event of termination of this Lease and Ownership Certificate or termination of the occupancy rights thereunder, the Lessee, or any other person or persons in possession by or through the right of the Lessee, shall promptly quit and surrender the spartment unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to re-enter and to re-possess the apartment unit. The Lessee, for himself and any successor in interest by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of the State of Florids.
- 19. Provisions of Certificate of Incorporation, By-Laws, etc.: It is mutually agreed that this Lease and Ownership Certificate is subject to, and the Lessor and the Lessoe hereby agree to consult and abide by the provisions of the Certificate of Incorporation, the by-laws (now existing and hereafter adopted), and the Rules and Regulations (now existing or hereafter established) of BEACH RIDGE APARTMENTS, INC. which said Certificate of Incorporation, By-Laws, Rules and Regulations and any amendments made thereto in the future are hereby expressly referred to and made a part hereof. The Lessee and the Lessor agree to consult, abide by and obey all such rules and regulations so established, and the Lessee shall require that the same be faithfully observed by his family, guest, employees and tenants.
- 20. <u>Waiver</u>: That the waiver of a breach of any covenant, conditions or agreement herein contained shall not be construed as a waiver of the covenant, condition or agreement itself, nor of any subsequent breach thereof, nor affect the validity of this agreement.

21. Notice: Any notice required to be served hereunder on the Lessee may be served by delivery of a copy thereof to the Lessee at the Lessee's apartment unit in BEACH RIDGE APARTMENT, INC. or may be served upon the Lessee by mailing of a copy of such notice to the Lessee by United States Mail addressed to the Lessee at said building or to such address as the Lessee may have given to the Lessor in writing.

Any notice to be served hereunder on the Lessor may be served by mailing the same to BEACH RIDGE APARTMENTS, Fort Lauderdale, Florida, by United States Mail or by serving the same personally upon one of the officers of the corporation.

- 22. Bankruptcy of Lesses: Should the Lessee be adjudged bankrupt, or make voluntary assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy be appointed for the property of the Lessee and such receiver or trustee is not discharged within thirty (30) days after date of appointment, then the Lessor herein shall have the right, at its option, of terminating the lease upon giving to the Lessee fifteen (15) days written notice of Lessor's election to exercise said option, and upon the expiration of such period of fifteen (15) days this lease shall cease and terminate.
- 23. Signs: The Lessee agrees that the apartment building of which this apartment is a part is to be maintained as a high-class residential apartment and accordingly, Lessee agrees that no sign, advertisement or notice shall be painted, affixed, or otherwise inscribed on any part of the outside or inside of the building except as authorized by the Lessor.
- 24. Relationship of Ownership Certificate to Lease: No person shall be entitled to a lease on the apartment described herein unless said person is also the owner and holder of the Ownership Certificate. Transfer of the Ownership Certificate automatically terminates all occupancy rights to the assigned apartment. The apartment may be subleased by the owner of said Ownership Certificate without voiding or terminating the owner's rights in the lease, of said sub-lease is in accordance with the terms of this lease and the charter, by-laws and rules and regulations of the corporation.
- 25. Gender: The term "Lessee" shall, when used in this instrument, refer to the singular as well as the plural, and to both masculine and feminine as the context may require, and shall be read according to the real number and gender of said parties.
- 26. Invalidity Clause: That is 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 agreement, or of the agreement itself, or constitute any cause of action in favor of either party as against the other. Any rights and remedies herein given the corporation and the Lessee shall be in addition to any and all rights and remedies provided by law; and the corporation and the Lessee shall specifically have the right to prevent or enjoin any breach or threatened breach by the Lessee or the corporation of any of the covenants and provisions herein contained. All remedies herein provided for shall be cumulative.
- 27. Binding of Heirs, Successors and Assigns: That this agreement shall be binding upon and inure to the benefit of, respectively, the corporation and its successors and assigns, and the Lessee, his executors, administrators, legal representatives and assigns, subject to the conditions and limitations herein specified.
- 28. Amendments to By-Laws and Charter: That no amendment, alteration or addition to the By-Laws or Certificate of Incorporation of the corporation, Lessor, shall be valid, if it shall be inconsistent with or adversely affect the equity rights contained in this Lease.
- 29. Destruction of Building: In case said building shall be partly damaged by fire, the same shall be repaired as speedily as possible at the expense of the Lessor, so as to conform substantially to the plans and specifications of said building, and, that in case the damage shall be so extensive as to render the apartment hereby demised untenatable, the rent shall cease until such time as said apartment shall be put in repair as aforesaid; and that in case of the total destruction of said building by fire or otherwise, the rent shall be paid up to the time of such destruction, and thereupon this lease shall cease, unless the insurers shall elect to rebuild said building under the terms of any provisions which may be contained in their policies of insurance, in which case this lease shall not terminate but shall continue and apply in respect to the premises in said building so rebuilt, which shall correspond with the premises hereby demised, but in case of such election, all rents hereby reserved shall cease from the time of such

destruction until the time such rebuilding shall be completed; provided, however, that either in the event of partial or total destruction as aforesaid the Lessee may be required by the Board of Directors of the Lessor to pay his proportionate share of the carrying charges of the Lessor until such rebuilding shall be completed.

30. Attorney's Fees: That the Lesses shall pay and discharge all reasonable costs, expenses and attorney's fees which shall be incurred and expended by Lessor as a result of default by Lessee in the obligations required by this Lease, whether such are incurred by the institution of litigation, or in obtaining advice of counsel or otherwise.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be signed in its name by its president and its corporate seal to be affixed, attested by its sccretary, and the Lessee has hereunto set his hand and seal the day and year first

Witnesses:	BEACH RIDGE APARTMENTS, INC.
to Legison	By Oben Cala President
As to Lessor	Attest: helien Sonnenburg Secretary Lessor
Witness- As to Lessee	MAXIMO PEREZ Lessee
Witness- As to Lessee	Lessee 1cCORDED IN THE OFFICIAL RECORDS po
STATE OF FLORIDA)	OF BROWARD COUNTY, ELORIDA
COUNTY OF BROWARD)	OF BROWARD COUNTY, FLORIDA L. A. HESTER COUNTY ADMINISTRATOR
as President and Secretary respectively to be the persons described in and who acknowledged before me that they execut	ay, before me, an officer duly authorized ke acknowledgment, personally appeared for Jonney W of BEACH RIDGE APARTMENTS, INC. to me known executed the foregoing instrument, and they
SEAL:	Rodney W. Fiedler Notary Public, State of Florida
	at Large Notary Public; State of Florida at I
	Notary Public, State of Finduction Notary Public, State of Finduction My Commission Expires: My Commission Expires July 28, 1 Rended thru Huckieberry & Association

COUNTY OF Fairfield

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgment, personally appeared MAXIMO PEREZ, s Trustee, to me known to be the person described in and who executed the foregoing instrument, and that he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the State and County last aforesaid this 13th day of September, 1989. Blyusch

My Commission Expires:



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Foreign Profit Corporation
BEACH RIDGE APARTMENTS INC

Filing Information

 Document Number
 811057

 FEI/EIN Number
 59-1804134

 Date Filed
 05/28/1956

State DE Status ACTIVE

Principal Address
508 ANTIOCH AVE.

FT. LAUDERDALE, FL 33304

Changed: 05/01/1995

Mailing Address
PO BOX 39752

FT. LAUDERDALE, FL 33339-9752

Changed: 04/27/2014

Registered Agent Name & Address

CABOT MGMT. & MARKETING, INC. 2727 E. OAKLAND PARK BLVD.

#301

FORT LAUDERDALE, FL 33306

Name Changed: 04/29/2004

Address Changed: 04/29/2004

Officer/Director Detail

Name & Address

Title President, Director

LOFFREDO, PASCO 508 ANTIOCH AVENUE

20

FT. LAUDERDALE, FL 33304

Title Treasurer. Director

BOGGIO, SIMONA **508 ANTIOCH AVENUE** FORT LAUDERDALE, FL 33304

Title VP, Secretary, Director

TENAGLIA, MARILYN 508 ANTIOCH AVENUE FORT LAUDERDALE, FL 33304

Title Director

SHERIDAN, PHILLIP JR **508 ANTIOCH AVENUE** 17 FT. LAUDERDALE, FL 33304

Title Manager

Fiedler, Rodney W 2727 E. Oakland Park Blvd 301 Fort Lauderdale, FL 33306

Title Director

LIBOW, ANDREW 508 ANTIOCH AVE 10 FORT LAUDERDALE, FL 33304

Annual Reports

Report Year	Filed Date
2017	03/18/2017
2018	03/11/2018
2019	03/07/2019

Document Images

03/07/2019 ANNUAL REPORT	View image in PDF format
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05/06/1997 ANNUAL REPORT	View image in PDF format
05/01/1996 ANNUAL REPORT	View image in PDF format
05/01/1995 ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

BEACH RIDGE APARTMENTS

APPROVAL FOR RESIDENT MEMBERSHIP

Dear Teresa L. Breedlove,

The Board of Directors of Beach Ridge Apartments is happy to inform you that you have been approved for resident membership for apartment #8.

We hope you will be happy in your new surroundings.

After closing on the purchase, or all paperwork is completed on inheritance, please bring the old CERTIFICATE OF OWNERSHIP to the Management Company. A new certificate will be issued in your name after we void the old one. You need to record your new CERTIFICATE OF OWNERSHIP at the Government Center. We ask that you make a copy of the recorded certificate and forward said copy to Beach Ridge for the office file.

This approval is granted for the above named person(s) only, and is conditioned on the representation that no other person, spouse not named above, relative, partnership, corporation, trust, or other entity, will now or in the future acquire any interest in the aforementioned unit. Further, this approval is based upon the information furnished by the above named person(s) and assumes full, complete and accurate disclosure of that information.

Beach Ridge Apartments, Inc.

Secretary

10-28-02

Date

SEAL

W/C TRI-COUNTY for: -

CASORIA & GOFF, P.A. 1040 Bayview Drive, Suite 600 Ft. Lauderdale, FL 33304 CFN # 103080260, OR BK 35514 Page 1180, Page 1 of 7, Recorded 07/02/2003 at 01:32 PM, Broward County Commission, Doc. D \$525.00 Deputy Clerk 1926

PROPRIETARY LEASE

THIS INDENTURE made this $15\,$ day of November 19002, by and between BEACH RIDGE APARTMENTS, INC., a Delaware corporation, licensed to do business in the State of Florida, as Lessor, and

as Lessae,

72₃

Teresa Breedlove

WITNESSETH:

That in consideration of the covenants and agreements hareinafter mentioned and to be performed by the respective parties hereto, and the payment of the annual assessments hereinafter designated to be paid by the Lessee in accordance with the provisions of this Lease, the said Lessor has leased, rented, let and demised and by these presents does lease, rent, let and demise unto the said Lessee, the following described property situate, lying and being in Broward County, Florida, to-wit:

Apartment No. 8 , in the apartment building known as BEACH RIDGE APARTMENTS, INC., situate, lying and being on Lots 9 and 10, Block 5, of Birch Ocean Front Subdivision, according to the Plat thereof recorded in Plat Book 19, page 26, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the premises unto the said Lessee, his or her executors, administrators or assigns, from the first day of March, 1957, until the 28th day of February, 2056.

The terms, conditions, covenants and agreements of this Lease are as follows, to-wit:

1. Annual Assessments: No rental as such shall be payable under this proprietary lease as each of the Lessees in this apartment building have purchased the ownership of said apartment subject to the terms of this lease and of the by-laws of the corporation, BEACH RIDGE APARTMENTS, INC., and such rules and regulations as may be promulgated in the future by the Board of Directors of said BEACH RIDGE APARTMENTS, INC.

Bach Lessee is subject to the payment of assessments for the upkeep and maintenance of the corporation property. The Board of Directors of the Corporation shall from time to time fix and determine the sums of money needed for the continued ownership and operation of the apartment building. They shall determine the amount required for operating items, such as ground rent, taxes, insurance, mortgage payments including principal and interest, repairs, betterments, building and yard maintenance or other operating expenses. All of these items shall be assessed as a single sum against all twenty apartments and prorated thereto among all of the Owners on a basis of the square footage of the apartment owned.

Said assessments shall be payable at least quarterly in advance to the corporation. The Board of Directors may prescribe payments in advance for a longer period of time over and above the aforesaid minimum. The Board of Directors may set up an operating fund in order to provide a reserve for the corporation which may be replenished from time to time as needed.

Special Assessments, should such be required, shall be paid and levied in the same manner as regular assessments.

The Lessee agrees to pay promptly when due all assessments assessed against his apartment unit, but no Lessee shall be personally liable for corporation debts to any extent whatsoever.

2. <u>Possession</u>. Lessee has inspected the leased property and will accept the same in its present condition upon the start of this lease. Lessee upon the payments of the assessments above reserved and upon the due performance of the agreements, conditions, covenants, and terms herein contained on the Lessee's part to be kept, observed and performed, shall and may at all times and in all things during the term hereby granted, peaceably and quietly have, hold and enjoy the said demised premises without any manner of lot, suit, trouble or hindrance or disturbance by said Lessor.

The Lessor shall be obliged to give the initial Lessee under this Lease peaceful and quite possession of said apartment unit but thereafter no obligation shall rest upon the Lessor to deliver possession.

:

Lessor further agrees that Lessee shall have the right of joint use and enjoyment in common with other Lessees of the property of the corporation not specifically leased to other Lessees, except insofar as it may be limited or restricted by this Lease by the rules and regulations and by-laws of the corporation.

3. <u>Use:</u> Lessee does hereby agree to promptly observe and comply with, at his, her or its own expense during the terms of said lesse, all present and future by-laws and rules and regulations adopted by the corporation, statutes, ordinances, rules and regulations promulgated by any governmental body having jurisdiction over the lessed premises and will abide by all rules and regulations of the Southeastern Underwriters' Association for the prevention of fire.

Lessee agrees that he, she or it will not do or suffer to be done in and upon the leased premises any act or thing which shall or may be of a disorderly or unlawful nature or nuisance, or which may coupe Jemage to the Lessor or to its premises.

Lessee further agrees that the apartment unit shall be used only as a private residence for the use of the Lessee, his family, guests and servants, and/or his approved tenant or transferee.

4. <u>Maintenance:</u> Lessee agrees that he will keep the apartment unit in good order and repair at his own cost and expense, and will make no structural changes or fixture or equipment substitutions without prior approval of the corporation.

Lessee further agrees that he will make all necessary repairs to plumbing and electrical repairs for interior plumbing or electrical wiring.

That he will promptly pay, upon receiving notice of the same, the expenses of repair, damage or replacement, as determined by the Board of Directors, of any property in another Lessee's apartment unit or the common property of the corporation, caused by the negligence, carelassness or other acts of such Lessee's household, servants, tenants, visitors and invitees. In the event such Lessee fails to make such payments, the Board of Directors are authorized to assess the same against the Lessee's apartment unit and enforce payment thereof under the provisions of Paragraph No. 17 of this Agreement.

That the Lessor will maintain in a good state of repair all plumbing, wiring, sidewalks, swimming pools, entrances, roofs, fences and other property intended for the general use of all the Lessees provided, however, that in case any repairs shall become necessary to the roof, plumbing, electrical wiring, etc., or other parts of installations intended for the general service of all the Lessees, Lessor, except as hereinafter provided, will execute such repairs with due diligence, not being liable for interruptions not reasonably avoidable, in the supply of services or for other temporary interruptions in the proper operation of said community.

5. Insurance: Lessor agrees that it will adequately insure all of the property of the corporation against risks covered by fire, extended coverage, and public liability insurance.

Lessee agrees that he will be responsible for carrying adequate fire and extended coverage insurance upon the contents of the apartment leased to Lessee and may carry such other insurance as Lessee desires.

- 6. Payment of Taxes, Rental and Other Costs by Corporation: The Lessor agrees that to the limit of its resources, it will:
- a. Pay the annual rental of Four Thousand Eight Hundred Dolars (\$4,800.00) per year, payable to the owners of the property on which the corporation's apartment building is located, pursuant to the terms of a 99-year lease under which the corporation is now the lessee.
- b. To pay all taxes and assessments which may be levied against the property of the corporation.
- c. To pay the premium on any and all necessary insurance required to be carried by the Lessor under this lease.
- d. To pay any and all necessary bills which might be incurred for operation or maintenance of the corporate property.
- e. To pay all principal and interest payments due and payable on existing or future mortgages.
- 7. <u>Utility Charges:</u> Lessees agree to pay promptly when due all charges for individual utilities furnished to their individual apartment, regardless whether the

same be for telephone, gas, electric, water or sewers.

The Lessor agrees to pay all utilities which may be incurred in connection with the operation of the common areas belonging to the corporation and used by all of the Lessees and holders of ownership certificates.

8. Operation and Maragement: Lessor agrees to provide a high standard of management for the corporation property and in connection therewith that it will do and perform all acts reasonably required to maintain a sound operation and to protect the investment of the various lessees and owners.

It agrees that it shall set up reasonable operating and maintenance reserves designed to carry the operation of the corporation for specific periods of time so as to alleviate as much as possible the necessity of a large number of special assessments.

Lessor further agrees that it will attempt to maintain and manage BEACH RIDGE APARTMENTS, INC., as a first-class apartment house keeping the lawns, land-scaping, gardens, walkways, parking areas, seawalls and docks in an attractive and sanitary condition for the use and benefit of all of the Lessees and owners.

9. Sale, Lease, Exchange or Mortgage of Corporate Property: All of the proprietary leases and Ownership Certificates issued to the individual owners are and shall be subordinate to the mortgage encumbering the property to which the corporation holds a ninety-nine year lease. The ninety-nine year lease held by the corporation on the property upon which this co-operative apartment building has been erected is also subordinate to said mortgage.

The property belonging to the corporation shall not be sold, leased, exchanged or any new mortgage taken out against said property as an entirety without the approval, by vote or written consent, of three-quarters of all of the owners of the Ownership Certificates.

In the future, should three-quarters of all the owners of Ownership Certificates vote to place a new mortgage against the corporation's property, then and in that event the corporation's leasehold interest and the interest of the holders of all of the individual proprietary leases and Ownership Certificates shall be subordinate to that mortgage.

- 10. Inspection of Leased Property: Lessee shall permit the Lessor or its agent to enter the said demised premises at any reasonable time during daylight hours or during an emergency during the hours of darkness for the purpose of inspecting the leased property or of making repairs that the Lessee may neglect or refuse to make in accordance with the agreements, conditions and covenants of this lease.
- 11. Licensees: It is agreed that the Lessor shall not be liable to Lessee nor to any of Lessee's servants, patrons, guests or liecensees by reason of the condition of the leased apartment premises or any fixtures or personal property located therein. It shall be the duty of the Lessee at his expense to maintain the interior of said apartment in a safe condition.
- 12. Ownership Certificates: There shall be two types of Ownership Certificates issued by the Corporation Resident Ownership and Special Ownership Certificates. A "Resident Ownership" is defined as any natural person owning an Ownership Certificate under which the owner is currently entitled to full occupancy rights and carries with it full voting rights in the affairs of the corporation. "Special Ownership" is defined as any person, firm or corporation owning an Ownership Certificate without occupancy rights having been granted by the Board of Directors; Special Ownership shall carry with it the right to vote with Resident owners on all matters.

The total number of Resident and Special Owners shall be 20 in number.

In the event that this Lease is issued pursuant to a Resident Ownership Certificate, a Resident Ownership Certificate shall be issued by the corporation simultaneous with the execution of this Lease to the Lessee.

The purpose of issuing Special Ownership Certificates is to permit corporations or other persons to have Ownership Certificates issued to them with the right to have a Sublease entitling the person to whom said sublease is issued to full occupancy rights. Said sublease must be approved by the Board of Directors of the Lessor pursuant to the provisions of the rules and regulations and by-laws of Lessor in case of a sublease of more than six months. No approval shall be needed for a sublease of six months or less.

A lease shall be issued to one who qualified as a special owner but said lease shall not entitle said owner to occupancy rights, but shall permit said owner to sublet the apartment to said third persons in accordance with the terms of this lease and the by-laws and regulations of Lessor.

Said Sublease shall terminate upon the death of the sublessee in the case of a sublease of the Special Owner.

The Certificate of Ownership, either Resident or Special, shall be transferable only upon the books of the corporation pursuant to the rules and by-laws of the corporation.

- 13. Sale by Lessee of Apartment. In the event of the sale or transfer by the Lessee of the apartment unit, whether voluntary or involuntary (excepting, however, transfers by way of pledge only or in trust with occupancy rights retained by the Lessee) and upon due notice to the corporation of said sale or transfer, all occupancy rights of the Lessee and those in possession by virtue of his prior ownership, shall thereupon cease and terminate, and the vendee or transferee shall be deemed the owner of said aprtment unit but without right of occupancy unless and until the same be duly approved by the Corporation. Approval of the right of occupancy shall not be denied any transferee or vendee who, at the time of such transfer or sale (or at the death of a Resident Lessee, if the transfer results from his death), is or was the Resident Lessee's lawful spouse or related to him by blood within the second degree.
- 14. Tenancy by the Entireties: In the event of the death of the Lessee, or of the surviving Lessee, should the Lessees hold such lease and ownership Certificates as tenants by the entireties, the transfer of the Ownership Certificate and this Lease shall be accomplished in the manner provided in the by-laws of the Lessor.
- 15. <u>Subleasing:</u> The Lessee agrees that he shall not sublet the devised apartment premises or any part thereof, except in accordance with the provisions set forth in the by-laws of BEACH RIDGE APARTMENTS, INC. It is expressly understood that before any sublessee for a period of over six months, shall be entitled to occupancy of said apartment, that said sublessee must be approved by the Board of Directors in accordance with the by-laws of BEACH RIDGE APARTMENTS, INC. Approval of a sublesse for a period of six months or less, shall not require approval of the Board of Directors, but said sublesse shall be subject to the special provisions hereinafter set forth.

Approval of a sublease shall not release the Lessee from the obligations of this lease.

- 16. Pledge of Lease and Ownership Certificate: The corporation shall maintain a suitable register for the recording of pledged Lease and Ownership Certificates. Any pledgee of a Lease and Ownership Certificate may, but is not obliged to, notify the corporation of the pledge and the terms thereof, furnishing the Secretary of the Corporation with such information as may be required by the Board of Directors. In the event notice of default is given any Lessee 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 by the corporation of its assets, and prior to the distribution of the proceeds thereof to the Lessees, suitable notice shall be given all registered pledgees. No other obligation is accepted or assumed by the corporation with respect to such registration of pledged Lease and Ownership Certificate.
- 17. Default: (a) In the event of default by the Lessee in the payment of any sums, charges or assessments required to be paid under the lease, the corporation may by direction of its Board of Directors terminate the Lease and Ownership Certificate on thirty days' written notice to the Lessee. Unless said default is cured within the thirty-day notice period aforesaid, the corporation may then declare this Lease and Ownership Certificate as terminated for non-payment of any sums and offer for sale a substitute Lease and Ownership Certificate for the apartment unit at an amount determined by the Board of Directors to be its fair market value. On disposal of the substitute Lease and Ownership Certificate, the corporation shall pay to the Lessee the amount of the disposal price, less any unpaid assessments or charges accured to the date of disposition, the expenses of sale (which shall include a reasonable brokerage commission) and the estimated cost of placing the apartment unit covered by the Lease and Ownership Certificate in suitable condition for a new occupant. The offering of a substitute Lease and Ownership Certificate shall be limited to persons or entities qualified for resdience or Special membership

- (b) In the event of violation by the Lessee of any of the provisions of this Lease or of the Certificate of Incorporation or of the by-laws or of the Rules and Regulations of the Corporation as now or hereafter constituted, the Corporation may by direction of its Board of Directors elect to cancel and terminate the Lease and Ownership Certificate on thirty days' written notice to the Lessee. If the violation shall not be cured within the thirty-day notice period aforesaid or if the violation shall be persistently renewed, the corporation may require the Lessee and the Lessee hereby agrees to quit and surrender the apartment unit and the Lessee shell thereafter become and be a special owner, or if the corporation shall have elected, instead, to terminate the Lease and Ownership Certificate, upon the expiration of said notice period, or upon the persistent renewal of such violation, the corporation may then declare the Lease and Ownership Certificate terminated and offer for sale a substitute Lease and Jamership Certificate upon the same terms and conditions as in the case where the Lessee's default was for nonpayment of any sums, charges or assessments required to be paid under this Lease and Ownership Certificate, as hereinbefore set forth in 17 (a) hereof.
- (c) In case any sublessee of a lease of less than six (6) months, or any member of his family shall violate any of the by-laws or rules and regulations adopted by the corporation or any statute, ordinance, rule or regulation promulgated by any governmental body, or the rules and regulations of Southeastern Underwriter's Association for the prevention of fire or he or any member of his family shall do or suffer to be done upon the leased premises or the corporation property, any action or thing which shall or may be of a disorderly or unlawful manner or consequence or which may cause damage to the Lessor or to its premises, the Board of Directors shall have the right to terminate said sublease by giving to the occupant written notice, either through the United States Mails direct to said occupant at the apartment occupied, or by personal delivery of said notice in writing to the occupant or any member of his family to vacate said premises within five (5) days.

Said sublessee shall forthwith vacate the leased premises within five (5) days as set forth in said notice. In the event that said sublessee should fail to vacate said premises within five (5) days, the corporation may bring supplementary proceedings as provided by the laws of the State of Florida to evict said sublessee.

The decision to oust said sublessee shall be in the sole discretion of the Board of Directors as the purpose back of this provision is to insure that occupants of the apartment building owned by the corporation conduct themselves and their households in a manner which will maintain the high standards of a first class apartment building.

Any sublessee for under six (6) months accepting a sublease to any apartment unit shall be bound by these provisions as though the same were fully set forth in said sublease and shall have no defense either in law or in equity to said eviction proceedings.

- 18. Surrender of Premises: In the event of termination of this Lease and Ownership Certificate or termination of the occupancy rights thereunder, the Lessee, or any other person or persons in possession by or through the right of the Lessee, shall promptly quit and surrender the apartment unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to re-enter and to re-possess the apartment unit. The Lessee, for himself and any successor in interest by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of the State of Florida.
- 19. Provisions of Certificate of Incorporation, By-Laws, etc.: It is mutually agreed that this Lease and Ownership Certificate is subject to, and the Lessor and the Lessee hereby agree to consult and abide by the provisions of the Certificate of Incorporation, the by-laws (now existing and hereafter adopted), and the Rules and Regulations (now existing or hereafter established) of RIDGE APARTMENTS, INC. which said Certificate of Incorporation, By-Laws, Rules and Regulations and any amendments made thereto in the future are hereby expressly referred to and made a part hereof. The Lessee and the Lessor agree to consult, abide by and obey all such rules and regulations so established, and the Lessee shall require that the same be faithfully observed by his family, guest, employees and tenants.
- 20. <u>Waiver</u>: That the waiver of a breach of any covenant, conditions or agreement herein contained shall not be construed as a waiver of the covenant, condition or agreement itself, nor of any subsequent breach thereof, nor affect the validity of this agreement.

21. Notice: Any notice required to be served hereunder on the Lessee may be served by delivery of a copy thereof to the Lessee at the Lessee's apartment unit in BEACH RIDGE APARTMENT, INC. or may be served upon the Lessee by mailing of a copy of such notice to the Lessee by United States Mail addressed to the Lessee at said building or to such address as the Lessee may have given to the Lessor in writing.

Any notice to be served hereunder on the Lessor may be served by mailing the same to BEACH RIDGE APARTMENTS, Fort Lauderdale, Florida, by United States Mail or by serving the same personally upon one of the officers of the corporation.

- 22. Bankruptcy of Lessee: Should the Lessee be adjudged bankrupt, or make voluntary assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy be appointed for the property of the Lessee and such receiver or trustee is not discharged within thirty (30) days after date of appointment, then the Lessor herein shall have the right, at its option, of terminating the lease upon giving to the Lessee fifteen (15) days written notice of Lessor's election to exercise said option, and upon the expiration of such period of fifteen (15) days this lease shall cease and terminate.
- 23. Signs: The Lessee agrees that the apartment building of which this apartment is a part is to be maintained as a high-class residential apartment and accordingly, Lessee agrees that no sign, advertisement or notice shall be painted, affixed, or otherwise inscribed on any part of the outside or inside of the building except as authorized by the Lessor.
- 24. Relationship of Ownership Certificate to Lease: No person shall be entitled to a lease on the apartment described herein unless said person is also the owner and holder of the Ownership Certificate. Transfer of the Ownership Certificate automatically terminates all occupancy rights to the assigned apartment. The apartment may be subleased by the owner of said Ownership Certificate without voiding or terminating the owner's rights in the lease, of said sub-lease is in accordance with the terms of this lease and the charter, by-laws and rules and regulations of the corporation.
- 25. Gender: The term "Lessee" shall, when used in this instrument, refer to the singular as well as the plural, and to both masculine and feminine as the context may require, and shall be read according to the real number and gender of said parties.
- 26. Invalidity Clause: That is 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 agreement, or of the agreement itself, or constitute any cause of action in favor of either party as against the other. Any rights and remedies herein given the corporation and the Lessee shall be in addition to any and all rights and remedies provided by law; and the corporation and the Lessee shall specifically have the right to prevent or enjoin any breach or threatened breach by the Lessee or the corporation of any of the covenants and provisions herein contained. All remedies herein provided for shall be cumulative.
- 27. Binding of Heirs, Successors and Assigns: That this agreement shall be binding upon and inure to the benefit of, respectively, the corporation and its successors and assigns, and the Lessee, his executors, administrators, legal representatives and assigns, subject to the conditions and limitations herein specified.
- 28. Amendments to By-Laws and Charter: That no amendment, alteration or addition to the By-Laws or Certificate of Incorporation of the corporation, Lessor, shall be valid, if it shall be inconsistent with or adversely affect the equity rights contained in this Lease.
- 29. Destruction of Building: In case said building shall be partly damaged by fire, the same shall be repaired as speedily as possible at the expense of the Lessor, so as to conform substantially to the plans and specifications of said building, and, that in case the damage shall be so extensive as to render the apartment hereby demised untenatable, the rent shall cease until such time as said apartment shall be put in repair as aforesaid; and that in case of the total destruction of said building by fire or otherwise, the rent shall be paid up to the time of such destruction, and thereupon this lease shall cease, unless the insurers shall elect to rebuild said building under the terms of any provisions which may be contained in their policies of insurance, in which case this lease shall not terminate but shall continue and apply in respect to the premises in said building so rebuilt, which shall correspond with the premises hereby demised, but in case of such election, all rents hereby reserved shall cease from the time of such

destruction until the time such rebuilding shall be completed; provided, however, that either in the event of partial or total destruction as aforesaid the Lessee may be required by the Board of Directors of the Lessor to pay his proportionate share of the carrying charges of the Lessor until such rebuilding shall be completed.

30. Attorney's Fees: That the Lessee shall pay and discharge all reasonable costs, expenses and attorney's fees which shall be incurred and expended by Lessor as a result of default by Lessee in the obligations required by this Lease, whether such are incurred by the institution of litigation, or in obtaining advice of counsel or otherwise.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be signed in its name by its president and its corporate seal to be affixed, attested by its sccretary, and the Lessee has hereunto set his hand and seal the day and year first above written.

Witnesses:	BEACH RIDGE APARTMENTS, INC.
January S. T. Jacker	By President
As to Lessor	Attest: Secretary Lessor
As to Lessee	Lessee
As to Lessee	Lessee
STATE OF FLORIDA)	
COUNTY OF BROWARD)	
in the State and County aforesaid to take as President and Secretary respectively to be the persons described in and who acknowledged before me that they execut corporation.	of BEACH RIDGE APARTMENTS, INC. to me known executed the foregoing instrument, and they
SEAL:	Notary Public, State of Florida at Large
	My Commission Expires:
	Rodney W Fiedler Wy Commission CC889469

Expires November 21 2003

the State of Florida, as Leesor, and

as Lessee.

THIS INDENTURE made this 29 day of May , 39 200 by and between BEACH RIDGE APARTMENTS, INC., a Delaware corporation, licensed to do business in JAY M. CARNEY

WITNESSETH:

That in consideration of the covenants and agreements hereinafter mentioned and to be performed by the respective parties hereto, and the payment of the annual assessments hereinafter designated to be paid by the Lessee in accordance with the provisions of this Lease, the said Lessor has leased, rented, let and demised and by these presents does lease, rent, let and demise unto the said Lessee, the following described property situate, lying and being in Broward County, Florida, to-wit:

Apartment No. __, in the apartment building known as BRACH RIDGE APARTMENTS, INC., situate, lying and being on Lots 9 and 10, Block 5, of Birch Ocean Front Subdivision, according to the Plat thereof recorded in Plat Book 19, page 26, of the Public Records of Broward County, Florida.

TO HAVE AND TO HOLD the premises unto the said Lessee, his or her executors, administrators or assigns, from the first day of March, 1957, until the 28th day of February, 2056.

The terms, conditions, covenants and agreements of this Lease are as follows, to-wit:

Annual Assessments: No rental as such shall be payable under this proprietary lease as each of the Lessees in this apartment building have purchased the ownership of said apartment subject to the terms of this lease and of the by-laws of the corporation, BEACH RIDGE APARTMENTS, INC., and such rules and regulations as may be promulgated in the future by the Board of Directors of said BEACH RIDGE APARTMENTS, INC.

Bach Lessee is subject to the payment of assessments for the upkeep and maintenance of the corporation property. The Board of Directors of the Corporation shall from time to time fix and determine the sums of money needed for the continued ownership and operation of the apartment building. They shall determine the amount required for operating items, such as ground rent, taxes, insurance, mortgage payments including principal and interest, repairs, betterments, building and yard maintenance or other operating expenses. All of these items shall be assessed as a single sum against all twenty epartments and prorated thereto among all of the Owners on a basis of the square footage of the apartment owned.

Said assessments shall be payable at least quarterly in advance to the corporation. The Board of Directors may prescribe payments in advance for a longer period of time over and above the aforesaid minimum. The Board of Directors may set up an operating fund in order to provide a reserve for the corporation which may be replenished from time to time as needed.

Special Assessments, should such be required, shall be paid and levied in the same manner as regular assessments.

The Lessee agrees to pay promptly when due all assessments assessed against his apartment unit, but no Lessee shall be personally liable for corporation debts to any extent whatsoever.

2. <u>Possession</u>. Lessee has inspected the leased property and will accept the same in its present condition upon the start of this lease. Lessee upon the payments of the assessments above reserved and upon the due performance of the agreements, conditions, covenants, and terms herein contained on the Lessee's part to be kept, observed and performed, shall and may et all times and in all things during the term hereby granted, peaceably and quietly have, hold and enjoy the said demised premises without any manner of lot, suit, trouble or hindrance or disturbance by said Lessor.

The Lessor shall be obliged to give the initial Lessee under this Lease peaceful and quite possession of said apartment unit but thereafter no obligation shall rest upon the Lessor to deliver possession.

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Lessor further agrees that Lessee shall have the right of joint use and enjoyment in common with other Lessees of the property of the corporation not specifically leased to other Lessees, except insofar as it may be limited or restricted by this Lease by the rules and regulations and by-laws of the corporation.

3. <u>Use:</u> Lessee does hereby agree to promptly observe and comply with, at his, her or its own expense during the terms of said lease, all present and future by-laws and rules and regulations adopted by the corporation, statutes, ordinances, rules and regulations promulgated by any governmental body having jurisdiction over the leased premises and will abide by all rules and regulations of the Southeastern Underwriters' Association for the prevention of fire.

Lessee agrees that he, she or it will not do or suffer to be done in and upon the leased premises any act or thing which shall or may be of a disorderly or unlawful nature or nuisance, or which may cause Jamage to the Lessor or to its premises.

Lessee further agrees that the apartment unit shall be used only as a private residence for the use of the Lessee, his family, guests and servants, and/or his approved tenant or transferee.

4. <u>Maintenance:</u> Lessee agrees that he will keep the apartment unit in good order and repair at his own cost and expense, and will make no structural changes or fixture or equipment substitutions without prior approval of the corporation.

Lessee further agrees that he will make all necessary repairs to plumbing and electrical repairs for interior plumbing or electrical wiring.

That he will promptly pay, upon receiving notice of the same, the expenses of repair, damage or replacement, as determined by the Board of Directors, of any property in another Lessee's apartment unit or the common property of the corporation, caused by the negligence, carelessness or other acts of such Lessee's household, servants, tenants, visitors and invitees. In the event such Lessee fails to make such payments, the Board of Directors are authorized to assess the same against the Lessee's apartment unit and enforce payment thereof under the provisions of Paragraph No. 17 of this Agreement.

That the Lessor will maintain in a good state of repair all plumbing, wiring, sidewalks, swimming pools, entrances, roofs, fences and other property intended for the general use of all the Lessees provided, however, that in case any repairs shall become necessary to the roof, plumbing, electrical wiring, etc., or other parts of installations intended for the general service of all the Lessees, Lessor, except as hareinafter provided, will execute such repairs with due diligence, not being liable for interruptions not reasonably avoidable, in the supply of services or for other temporary interruptions in the proper operation of said community.

5. Insurance: Lessor agrees that it will adequately insure all of the property of the corporation against risks covered by fire, extended coverage, and public liability insurance.

Lessee agrees that he will be responsible for carrying adequate fire and extended coverage insurance upon the contents of the apartment leased to Lessee and may carry such other insurance as Lessee desires.

- 6. Payment of Taxes, Rental and Other Costs by Corporation: The Lessor agrees that to the limit of its resources, it will:
- a. Fay the annual rental of Four Thousand Eight Hundred Dolars (\$4,800.00) per year, payable to the owners of the property on which the corporation's apartment building is located, pursuant to the terms of a 99-year lease under which the corporation is now the lessee.
- b. To pay all taxes and assessments which may be levied against the property of the corporation.
- c. To pay the premium on any and all necessary insurance required to be carried by the Lessor under this lease.
- d. To pay any and all necessary bills which might be incurred for operation or maintenance of the corporate property.
- e. To pay all principal and interest payments due and payable on existing or future mortgages.
- 7. <u>Utility Charges:</u> Lessees agree to pay promptly when due all charges for individual utilities furnished to their individual apartment, regardless whether the

same be for telephone, gas, electric, water or sewers.

The Lessor agrees to pay all utilities which may be incurred in connection with the operation of the common areas belonging to the corporation and used by all of the Lessees and holders of ownership certificates.

8. Operation and Management: Lessor agrees to provide a high standard of management for the corporation property and in connection therewith that it will do and perform all acts reasonably required to maintain a sound operation and to protect the investment of the various lessees and owners.

It agrees that it shall set up reasonable operating and maintenance reserves designed to carry the operation of the corporation for specific periods of time so as to alleviate as much as possible the necessity of a large number of special assessments.

Lessor further agrees that it will attempt to maintain and manage BEACH RIDGE APARTMENTS, INC., as a first-class apartment house keeping the lawns, land-scaping, gardens, walkways, parking areas, seawalls and docks in an attractive and sanitary condition for the use and benefit of all of the Lesseas and owners.

9. Sale, Lease, Exchange or Mortgage of Corporate Property: All of the proprietary leases and Ownership Certificates issued to the individual owners are and shall be subordinate to the mortgage encumbering the property to which the corporation holds a ninety-nine year lease. The ninety-nine year lease held by the corporation on the property upon which this co-operative apartment building has been erected is also subordinate to said mortgage.

The property belonging to the corporation shall not be sold, leased, exchanged or any new mortgage taken out against said property as an entirety without the approval, by vote or written consent, of three-quarters of all of the owners of the Ownership Certificates.

In the future, should three-quarters of all the owners of Ownership Certificates vote to place a new mortgage against the corporation's property, then and in that event the corporation's leasehold interest and the interest of the holders of all of the individual proprietary leases and Ownership Certificates shall be subordinate to that mortgage.

- 10. Inspection of Leased Property: Lessee shall permit the Lessor or its agent to enter the said demised premises at any reasonable time during daylight hours or during an emergency during the hours of darkness for the purpose of inspecting the leased property or of making repairs that the Lessee may neglect or refuse to make in accordance with the agreements, conditions and covenants of this lease.
- 11. Licensees: It is agreed that the Lessor shall not be liable to Lessee nor to any of Lessee's servants, patrons, guests or liecensees by reason of the condition of the leased apartment premises or any fixtures or personal property located therein. It shall be the duty of the Lessee at his expense to maintain the interior of said apartment in a safe condition.
- 12. Ownership Certificates: There shall be two types of Ownership Certificates issued by the Corporation Resident Ownership and Special Ownership Certificates. A "Resident Ownership" is defined as any natural person owning an Ownership Certificate under which the owner is currently entitled to full occupancy rights and carries with it full voting rights in the affairs of the corporation. "Special Ownership" is defined as any person, firm or corporation owning an Ownership Certificate without occupancy rights having been granted by the Board of Directors; Special Ownership shall carry with it the right to vote with Resident owners on all matters.

The total number of Resident and Special Owners shall be 20 in number.

In the event that this Lease is issued pursuant to a Resident Ownership Certificate, a Resident Ownership Certificate shall be issued by the corporation simultaneous with the execution of this Lease to the Lessee.

The purpose of issuing Special Ownership Certificates is to permit corporations or other persons to have Ownership Certificates issued to them with the right to have a Sublease entitling the person to whom said sublease is issued to full occupancy rights. Said sublease must be approved by the Board of Directors of the Lessor pursuant to the provisions of the rules and regulations and by-laws of Lessor in case of a sublease of more than six months. No approval shall be needed for a sublease of six months or less.

A lease shall be issued to one who qualified as a special owner but said lease shall not entitle said owner to occupancy rights, but shall permit said owner to sublet the apartment to said third persons in accordance with the terms of this lease and the by-laws and regulations of Lessor.

Said Sublease shall terminate upon the death of the subleasee in the case of a sublease of the Special Owner.

The Certificate of Ownership, either Resident or Special, shall be transferable only upon the books of the corporation pursuant to the rules and by-laws of the corporation.

- 13. Sale by Lessee of Apartment. In the event of the sale or transfer by the Lessee of the apartment unit, whether voluntary or involuntary (excepting, however, transfers by way of pledge only or in trust with occupancy rights retained by the Lessee) and upon due notice to the corporation of said sale or transfer, all occupancy rights of the Lessee and those in possession by virtue of his prior ownership, shall thereupon cease and terminate, and the vendee or transferee shall be deemed the owner of said aprtment unit but without right of occupancy unless and until the same be duly approved by the Corporation. Approval of the right of occupancy shall not be denied any transferee or vendee who, at the time of such transfer or sale (or at the death of a Resident Lessee, if the transfer results from his death), is or was the Resident Lessee's lawful spouse or related to him by blood within the second degree.
- 14. Tenancy by the Entireties: In the event of the death of the Lessee, or of the surviving Lessee, should the Lessees hold such lease and ownership Certificates as tenants by the entireties, the transfer of the Ownership Certificate and this Lease shall be accomplished in the manner provided in the by-laws of the Lessor.
- 15. Subleasing: The Lessee agrees that he shall not sublet the devised apartment premises or any part thereof, except in accordance with the provisions set forth in the by-laws of BEACH RIDGE APARTMENTS, INC. It is expressly understood that before any sublessee for a period of over six months, shall be entitled to occupancy of said apartment, that said sublessee must be approved by the Board of Directors in accordance with the by-laws of BEACH RIDGE APARTMENTS, INC. Approval of a sublesse for a period of six months or less, shall not require approval of the Board of Directors, but said sublesse shall be subject to the special provisions hereinafter set forth.

Approval of a sublease shall not release the Lessee from the obligations of this lease.

- 16. Pledge of Lease and Ownership Certificate: The corporation shall maintain a suitable register for the recording of pledged Lease and Ownership Certificates. Any pledgee of a Lease and Ownership Certificate may, but is not obliged to, notify the corporation of the pledge and the terms thereof, furnishing the Secretary of the Corporation with such information as may be required by the Board of Directors. In the event notice of default is given any Lessee 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 by the corporation of its assets, and prior to the distribution of the proceeds thereof to the Lessees, suitable notice shall be given all registered pledgees. No other obligation is accepted or assumed by the corporation with respect to such registration of pledged Lease and Ownership Certificate.
- 17. Default: (a) In the event of default by the Lessee in the payment of any sums, charges or assessments required to be paid under the lease, the corporation may by direction of its Board of Diractors terminate the Lease and Ownership Certificate on thirty days' written notica to the Lessee. Unless said default is cured within the thirty-day notice period aforesaid, the corporation may then declare this Lease and Ownership Certificate as terminated for non-payment of any sums and offer for sale a substitute Lease and Ownership Certificate for the apartment unit at an amount determined by the Board of Directors to be its fair market value. On disposal of the substitute Lease and Ownership Certificate, the corporation shall pay to the Lessee the amount of the disposal price, less any unpaid assessments or charges accured to the date of disposition, the expenses of sale (which shall include a reasonable brokerage commission) and the estimated cost of placing the apartment unit covered by the Lease and Ownership Certificate in suitable condition for a new occupant. The offering of a substitute Lease and Ownership Certificate shall be limited to persons or entities qualified for resdience or Special membership

- (b) In the event of violation by the Lessee of any of the provisions of this Lease or of the Certificate of Incorporation or of the by-laws or of the Rules and Regulations of the Corporation as now or hereafter constituted, the Corporation may by direction of its Board of Directors elect to cancel and terminate the Lease and Ownership Certificate on thirty days' written notice to the Lessee. If the violation shall not be cured within the thirty-day notice period aforesaid or if the violation shall be persistently renewed, the corporation may require the Lessee and the Lessee hereby agrees to quit and surrender the apartment unit and the Lessee shall thereafter become and be a special owner, or if the corporation shall have elected, instead, to terminate the Lease and Ownership Certificate, upon the expiration of said notice period, or upon the persistent renewal of such violation, the corporation may then declare the Lease and Ownership Certificate terminated and offer for sale a substitute Lease and Jamership Certificate upon the same terms and conditions as in the case where the Lessee's default was for nonpayment of any sums, charges or assessments required to be paid under this Lease and Ownership Certificate, as hereinbefore set forth in 17 (a) hereof.
- (c) In case any sublessee of a lease of less than six (6) months, or any member of his family shall violate any of the by-laws or rules and regulations adopted by the corporation or any statute, ordinance, rule or regulation promulgated by any governmental body, or the rulas and regulations of Southeastern Underwriter's Association for the prevention of fire or he or any member of his family shall do or suffer to be done upon the leased premises or the corporation property, any action or thing which shall or may be of a disorderly or unlawful manner or consequence or which may cause damage to the Lessor or to its premises, the Board of Directors shall have the right to terminate said sublease by giving to the occupant written notice, either through the United States Mails direct to said occupant at the apartment occupied, or by personal delivery of said notice in writing to the occupant or any member of his family to vacate said premises within five (5) days.

Said sublessee shall forthwith vacate the leased premises within five (5) days as set forth in said notice. In the event that said sublessee should fail to vacate said premises within five (5) days, the corporation may bring supplementary proceedings as provided by the laws of the State of Florida to evict said sublessee.

The decision to oust said sublessee shall be in the sole discretion of the Board of Directors as the purpose back of this provision is to insure that occupants of the apartment building owned by the corporation conduct themselves and their households in a manner which will maintain the high standards of a first class apartment building.

Any sublessee for under six (6) months accepting a sublease to any apartment unit shall be bound by these provisions as though the same were fully set forth in said sublease and shall have no defense either in law or in equity to said eviction proceedings.

- 18. Surrender of Premises: In the event of termination of this Lease and Ownership Certificate or termination of the occupancy rights thereunder, the Lessee, or any other person or persons in possession by or through the right of the Lessee, shall promptly quit and surrender the apartment unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to re-enter and to re-possess the apartment unit. The Lessee, for himself and any successor in interest by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of the State of Florida.
- 19. Provisions of Certificate of Incorporation, By-Laws, etc.: It is mutually agreed that this Lease and Ownership Certificate is subject to, and the Lessor and the Lessee hereby agree to consult and abide by the provisions of the Certificate of Incorporation, the by-laws (now existing and hereafter adopted), and the Rules and Regulations (now existing or hereafter established) of RIDGE APARTMENTS, INC. which said Certificate of Incorporation, By-Laws, Rules and Regulations and any amendments made thereto in the future are hereby expressly referred to and made a part hereof. The Lessee and the Lessor egree to consult, abide by and obey all such rules and regulations so established, and the Lessee shall require that the same be faithfully observed by his family, guest, employees and tenants.
- 20. <u>Waiver</u>: That the waiver of a breach of any covenant, conditions or agreement herein contained shall not be construed as a waiver of the covenant, condition or agreement itself, nor of any subsequent breach thereof, nor affect the validity of this agreement.

21. Notice: Any notice required to be served hereunder on the Lessee may be served by delivery of a copy thereof to the Lessee at the Lessee's apartment unit in BEACH RIDGE APARTMENT, INC. or may be served upon the Lessee by mailing of a copy of such notice to the Lessee by United States Mail addressed to the Lessee at said building or to such address as the Lessee may have given to the Lessor in writing.

Any notice to be served hereunder on the Lessor may be served by mailing the same to BEACH RIDGE APARTMENTS, Fort Lauderdale, Florida, by United States Mail or by serving the same personally upon one of the officers of the corporation.

- 22. Bankruptcy of Lessee: Should the Lessee be adjudged bankrupt, or make voluntary assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy be appointed for the property of the Lessee and such receiver or trustee is not discharged within thirty (30) days after date of appointment, then the Lessor herein shall have the right, at its option, of terminating the lease upon giving to the Lessee fifteen (15) days written notice of Lessor's election to exercise said option, and upon the expiration of such period of fifteen (15) days this lease shall cease and terminate.
- 23. Signs: The Lessee agrees that the apartment building of which this apartment is a part is to be maintained as a high-class residential apartment and accordingly, Lessee agrees that no sign, advertisement or notice shall be painted, affixed, or otherwise inscribed on any part of the outside or inside of the building except as authorized by the Lessor.
- 24. Relationship of Ownership Certificate to Lease: No person shall be entitled to a lease on the apartment described herein unless said person is also the owner and holder of the Ownership Certificate. Transfer of the Ownership Certificate automatically terminates all occupancy rights to the assigned apartment. The apartment may be subleased by the owner of said Ownership Certificate without voiding or terminating the owner's rights in the lease, of said sub-lease is in accordance with the terms of this lease and the charter, by-laws and rules and regulations of the corporation.
- 25. Gender: The term "Lessee" shall, when used in this instrument, refer to the singular as well as the plural, and to both masculine and feminine as the context may require, and shall be read according to the real number and gender of said parties.
- 26. Invalidity Clause: That is 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 agreement, or of the agreement itself, or constitute any cause of action in favor of either party as against the other. Any rights and remedies herein given the corporation and the Lessee shall be in addition to any and all rights and remedies provided by law; and the corporation and the Lessee shall specifically have the right to prevent or enjoin any breach or threatened breach by the Lessee or the corporation of any of the covenants and provisions herein contained. All remedies herein provided for shall be cumulative.
- 27. Binding of Heirs, Successors and Assigns: That this agreement shall be binding upon and inure to the benefit of, respectively, the corporation and its successors and assigns, and the Lessee, his executors, administrators, legal representatives and assigns, subject to the conditions and limitations herein specified.
- 28. Amendments to By-Laws and Charter: That no amendment, alteration or addition to the By-Laws or Certificate of Incorporation of the corporation, Lessor, shall be valid, if it shall be inconsistent with or adversely affect the equity rights contained in this Lease.
- 29. Destruction of Building: In case said building shall be partly damaged by fire, the same shall be repaired as speedily as possible at the expense of the Lessor, so as to conform substantially to the plans and specifications of said building, and, that in case the damage shall be so extensive as to render the apartment hereby demised untenatable, the rent shall cease until such time as said apartment shall be put in repair as aforesaid; and that in case of the total destruction of said building by fire or otherwise, the rent shall be paid up to the time of such destruction, and thereupon this lease shall cease, unless the insurers shall elect to rebuild said building under the terms of any provisions which may be contained in their policies of insurance, in which case this lease shall not terminate but shall continue and apply in respect to the premises in said building so rebuilt, which shall correspond with the premises hereby demised, but in case of such election, all rents hereby reserved shall cease from the time of such

destruction until the time such rebuilding shall be completed; provided, however, that either in the event of partial or total destruction as aforesaid the Lessee may be required by the Board of Directors of the Lessor to pay his proportionate share of the carrying charges of the Lessor until such rebuilding shall be completed.

30. Attorney's Fees: That the Lesses shall pay and discharge all reasonable costs, expenses and attorney's fees which shall be incurred and expended by Lessor as a result of default by Lessee in the obligations required by this Lease, whether such are incurred by the institution of litigation, or in obtaining advice of counsel or otherwise.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be signed in its name by its president and its corporate seal to be affixed, attested by its secretary, and the Lessee has hereunto set his hand and seal the day and year first above written.

Witnesses:	BEACH RIDGE APARTMENTS, INC.
Jane S. Twalker	By Darhend
Done S. Walker	Attest:
As to Lessor	Secretary Lessor
As to Lessee	Lessee
As to Lessee	Lessee
STATE OF FLORIDA)	
COUNTY OF BROWARD)	
in the State and County aforesaid to to Sheridan (5) as President and Secretary respectively	day, before me, an officer duly authorized ake acknowledgment, personally appeared 2903 And Labert Owen (6-27-53) y of BRACH RIDGE APARIMENTS, INC. to me known executed the foregoing instrument, and they ted the same as such officers of said
witness my hand and official sed day of 5/29 . 1503. 4/27	eal at Fort Lauderdale, Florida, this
SEAL:	Notary Public, State of Florida
Rodney W Fledler Ny Commission CC889469	at Large
Expires November 21 2003	My Commission Project

PROPERTY ID # 504201-NP-0080 (TD # 44750)

WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

BEACH RIDGE APARTMENTS INC. PO BOX 39752 FT. LAUDERDALE, FL 33339-9752

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 508 ANTIOCH AVE APT 8 FORT LAUDERDALE, FL 33304-3967 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES MAY REQUIRE US TO NOTIFY OTHER PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY SCHEDULED FOR SALE. <u>IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN</u> THIS PROPERTY, PLEASE DISREGARD THIS NOTICE.

PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; <u>PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTED.</u>

AMOUNTS SHOWN BELOW ARE <u>ESTIMATED</u> AMOUNTS DUE WHICH MAY BE SUBJECT TO ADDITIONAL FEES. PLEASE CALL (954) 357-5374 FOR THE CORRECT AMOUNT DUE <u>PRIOR TO</u> SUBMITTING ANY PAYMENT TO REDEEM UNPAID TAXES AND REMOVE THE PROPERTY FROM AUCTION.

MAKE CASHIER'S CHECK OR MONEY ORDER PAYABLE TO: BROWARD COUNTY TAX COLLECTOR

- * Estimated Amount due if paid by April 30, 2020\$15,969.81
- * Estimated Amount due if paid by May 19, 2020\$16,168.99

THERE ARE UNPAID TAXES ON THIS PROPERTY AND THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON $\underline{\text{May } 20,\ 2020}$ UNLESS ALL BACK TAXES ARE PAID PRIOR TO AUCTION.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORDS, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

PROPERTY ID # 504201-NP-0080 (TD # 44750)

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BEACH RIDGE APARTMENTS, INC. 508 ANTIOCH AVE FT LAUDERDALE, FL 33304

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JAY M. CARNEY 508 ANTIOCH AVE #8 FORT LAUDERDALE, FL 33304

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PROPERTY ID # 504201-NP-0080 (TD # 44750)

WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

CABOT MGMT. & MARKETING, INC., REGISTERED AGENT O/B/O BEACH RIDGE APARTMENTS INC. 2727 E. OAKLAND PARK BLVD #301 FORT LAUDERDALE, FL 33306

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT 508 ANTIOCH AVE APT 8 FORT LAUDERDALE, FL 33304-3967 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD, UNPAID TAXES CAN NO LONGER BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW, PLEASE CALL FOR MORE INFORMATION.

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FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT

www.broward.org/recordstaxestreasury

PROPERTY ID # 504201-NP-0080 (TD # 44750)

WARNING

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CITY OF FORT LAUDERDALE ATTN: CITY ATTORNEY OFFICE 100 N ANDREWS AVE 7TH FLOOR FORT LAUDERDALE, FL 33301

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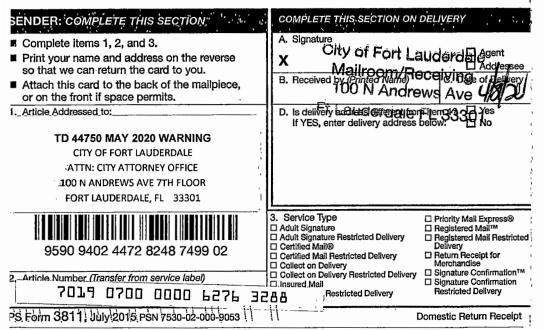
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ENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON	DELIVERY '
Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: TD 44750 MAY 2020 WARNING BEACH RIDGE APARTMENTS INC. PO BOX 39752 FT. LAUDERDALE, FL 33339-9752	B. Fledeived by (Printed Name). D. Is delivery address different from If YES, enter delivery address	
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