

Prepared by:
Kenneth G. Stevens, Esq.
412 NE 4th Street
Fort Lauderdale, FL 33301

FOLIO NO.: 10201-RW-00100

OWNER'S PROPRIETARY LEASE

THIS INDENTURE, made this 22nd day of JULY, 2022, by and between , 76 ISLE OF VENICE, INC., a Florida non-profit corporation, hereinafter referred to as "Lessor", and JOSEPH WATKINS AND BENJAMIN CARTER hereinafter referred to as "Lessee" or "Owner."

WITNESSETH: That, for and in consideration of the covenants hereafter mentioned to be performed by the respective parties to this Lease, and the payments of annual assessments hereafter designated to be paid by Lessee in accordance with the provisions of this Lease, the Lessor has leased, rented, let and demised and by these presents does lease, rent, let and demise unto Lessee Unit "D" of 76 ISLE OF VENICE, INC., situate, lying and being on the following described property in Broward County, Florida:

South 1/2 of Lot 44, and Lots 45 and 46, NURMI ISLES ISLAND NO. 4, according to the map or plat thereof as recorded in Plat Book 24, Page 43, Public Records of Broward County, Florida

TO HAVE AND TO HOLD the premises unto the Lessee, his/her/their successors, executors, administrators or assigns from the 7/22/22, to such date as termination of 76 ISLE OF VENICE, INC. occurs. The terms, conditions, covenants and agreements of this Lease are as follows:

**I.
ASSESSMENTS:**

The various owners of Proprietary Leases, whether resident or special, shall be subject to the payment of assessments for the upkeep and maintenance of the corporate property, together with mortgage payments, ground rentals, operating costs and other operating items pursuant to the by-laws of 76 ISLE OF VENICE, INC., as recorded in Official Records Book 39597, Page 899-920, of the Public Records of Broward County, Florida.

**II.
POSSESSION:**

Lessee has inspected the leased property and will accept the same in its present condition upon the start of this Lease 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 suit, trouble or disturbance by said Lessor.

The Lessor shall be obliged to give the initial Lessee under this Lease peaceful and quiet possession of said apartment unit.

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

**III.
USE:**

Lessee does hereby agree to promptly observe and comply with, at his own expense during the terms of said Lease all present and future By-Laws and Rules and Regulations adopted by the Lessor, 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 will not do or suffer to be done in and upon the leased premises any act or thing which shall or may be a disorderly or unlawful nature or nuisance, or which may cause damage to the Lessor or its premises or that is inconsistent with the by-laws.

**IV.
INSURANCE:**

If the owners so elect, Lessor agrees that it will adequately insure all of the property of the Lessor against fire, windstorm, tornado, extended coverage, boiler and public liability insurance.

If the Lessee so elects, 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.

V.

PAYMENT OF TAXES, RENTAL AND OTHER COSTS BY CORPORATION:

The Lessor agrees that to the limit of its resources, it will:

A. Pay all taxes and assessments which may be levied against the property of the Cooperative corporation. Lessee shall pay taxes on Unit A, so long as this is consistent with By-Laws.

B. Pay the premium on any and all necessary insurance required to be carried by the Lessor under this Lease.

C. Pay any and all necessary bills which might be incurred for operation or maintenance of the Cooperative corporate property.

VI.

UTILITY CHARGES:

Lessee agrees to pay promptly when due all charges for individual utilities furnished to his individual apartment, regardless of whether the same might be for telephone, gas, electric, water or sewers, not included in the monthly maintenance assessments.

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

VII.

OPERATION AND MANAGEMENT:

Lessor agrees to provide a high standard of management for the Lessor's 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.

Lessor agrees to establish a yearly budget which shall be approved by the unit owners.

Lessor agrees that it will attempt to maintain and manage 76 Isle of Venice, Inc. as first class apartment buildings, keeping the lawns, landscaping, gardens, walkways, recreational facilities, parking areas, and swimming pool in an attractive and sanitary condition for the use and benefit of all Lessees and owners.

VIII.

SALE, LEASE, EXCHANGE OR MORTGAGE OF CORPORATE PROPERTY:

The Lessor agrees that it will not sell, exchange, or mortgage the corporate real property as an entity without the approval by vote or written consent in accordance with the requirements of the By-Laws.

IX.
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 the By-Laws.

X.
LICENSES:

It is agreed that the Lessor shall not be liable to Lessee nor to any of Lessee's servants, patrons, guests or licensees 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.

XI.
TENANCY BY THE ENTIRETIES:

In the event of the death of the owner, should the proprietary lease be held by an estate of tenants by entireties, or by joint ownership with right of survivorship, the transfer of said proprietary lease to the survivor shall be automatically accomplished and approved by the Board of Directors.

XII.
SUBLEASING:

The Lessee agrees that he shall not sublet the demised apartment premises or any part thereof, except in accordance with the provisions set forth in the By-Laws of 76 Isle of Venice, Inc.

XIII.
PLEDGE OF LEASE:

The Lessor shall maintain a suitable register for the recording of pledged leases. Any pledgee of a lease may, but is not obliged to, notify the Lessor of the pledge and the terms thereof, furnishing the Secretary of the Lessor corporation with such information as may be required by the Board of Directors. In the event such 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 the event of the sale by the Lessor of its assets, prior to the distribution of the proceeds thereof to the Lessees, suitable notice shall be given all registered pledgees. No other obligation is assumed or accepted by the Lessor with respect to such registration of pledged lease.

XIV.

PROVISIONS OF CERTIFICATE OF INCORPORATION, BY-LAWS, ETC.:

It is mutually agreed that this Lease is subject to, and the Lessor and the Lessee agree to consult and abide by, the provisions of the Certificate of Incorporation, and the By-Laws, and the Rules and Regulations (now existing or hereafter established) of 76 ISLE OF VENICE, 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, guests, employees and tenants.

XV.

AMENDMENTS TO BYLAWS AND CHARTER

Any amendment, alteration or addition to the Bylaws, or Certificate of Incorporation of the Lessor Corporation by Lessor shall be governed by Section 31 of the By-Laws.

XVI.

OWNERSHIP AND VOTING

The owner of this proprietary lease shall be deemed to have a beneficial interest in the assets of the Lessor, in accordance with the Certificate of beneficial interest and as set forth in the By-laws of the Lessor.

XVII.

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.

XVIII.

SAVINGS CLAUSE

If any clause or covenant herein contained shall be adjudged invalid, the same shall not affect the validity of the other clauses, or covenants of this agreement or of the agreement itself, or constitute any cause of action in favor of either party as against the other. The Lessor and Lessee shall specifically have the right to prevent or enjoin any breach or threatened breach of any Lessee or the Lessor of any of the covenants and provisions herein provided. All remedies herein provided for shall be cumulative.

IX.
BINDING ON HEIRS, SUCCESSORS AND ASSIGNS

That this agreement shall be binding upon and inure to the benefit of, respectively, the Lessor and its successors and assigns, and the Lessee, his executors, administrators, legal representatives and assigns, subject to the conditions and limitations herein specified.

XX.
**REGULATION OF POOL AND
RECREATIONAL FACILITIES**

The Board of Directors shall have jurisdiction over the pool and recreational area. The use of said area shall be subject to reasonable regulations as passed at a regular or special meeting called for that purpose by the Board of Directors. The parties hereto acknowledge that the said area and facilities are for use and benefit of all tenants of 76 ISLE OF VENICE, INC., and said pool and recreational area are to be kept free and clear of any and all obstructions at all times so as to permit reasonable use and access at all times. Boating slips shall not be considered common areas.

WITNESSES as to Lessor

LESSOR

Gregoria Vasquez Vargas
Gregoria Vasquez Vargas
Name
Jamie Cox
Name: Jamie Cox

76 ISLE OF VENICE, INC.,
a Florida non-Profit Corporation
76 Isle of Venice
Fort Lauderdale, FL 33301

BY:

Marcus Susen
MARCUS SUSEN, President

ATTEST

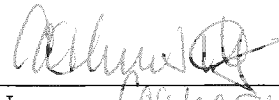
Jamie Cox
Name: Jamie Cox
as to Lessor

Kenneth Stevens
KEN. Stevens, BOARD

(Corporate Seal)

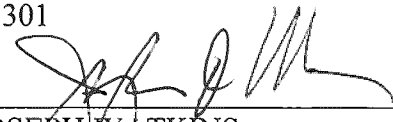
WITNESSES as to Lessees:


Name: Sheldon N. Littleton


Name: Catherine M. Hergl
as to Lessees

LESSEE(S)


BENJAMIN CARTER
76 Isle of Venice, Fort Lauderdale, FL
33301


JOSEPH WATKINS
76 Isle of Venice, Fort Lauderdale, FL

STATE OF FLORIDA)

:SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21st day of July 2022 by Marcus Suen, respectively, of 76 ISLE OF VENICE, INC., a Florida not-for-profit corporation, on behalf of the Corporation, who are personally known to me or who have produced Drivers License as identification.

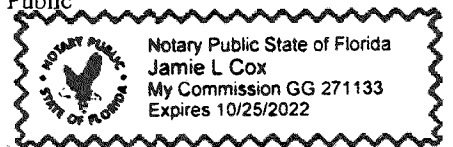
My Commission expires:

STATE OF FLORIDA)

:SS:

COUNTY OF BROWARD)

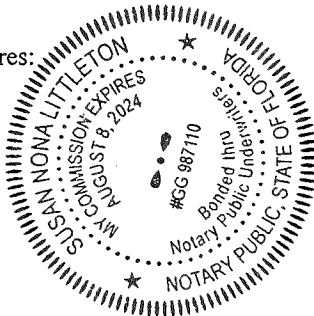
[Signature]
Notary Public



The foregoing instrument was acknowledged before me this 21 day of July 2022 by Joseph Watkins and Benjamin Carter, who are personally known to me or who have produced Drivers License, as identification.

My Commission expires:

[Signature]
Notary Public



Certificate of Approval

76 Isle of Venice, Inc., does hear by approve:
BENJAMIN CARTER and JOSEPH WATKINS, for possession
of and ownership of a proprietary interest and leasehold interest
in Apartment"D".

Dated: July 21, 2022.

76 Isle of Venice, Inc.

By:


Marcus Susen, Pres.

W/Board approval



Prepared by: Susan Littleton
Sunbelt Title Agency
Return to: 500 N. Westshore Blvd., Suite 870
Tampa, FL 33609
File Number: 1710222-06676

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Approval of Sale

This is to certify that the board of directors of 76 Isle of Venice, Inc. a Florida Corporation, have approved the sale of:

The right of use and enjoyment of Unit "D" together with Dock slip 4 in 76 ISLE OF VENICE, INC, more particularly described as follows:

South 1/2 of Lot 44 and Lots 45 and 46, NURMI ISLES ISLAND NO. 4, according to the plat thereof, recorded in Plat Book 24, Page 43, of the Public Records of Broward County, Florida.

Parcel Identification Number: 504201-RW-0040

Unit currently occupied by Xeneize LTR LLC and being assigned to Benjamin Carter and Joseph Watkins.

In Witness Whereof; this instrument has been duly executed by the undersigned this 21st day of July, 2022.

76 Isle of Venice, Inc. a Florida Corporation

Signature: [Signature]
Printed Name: Marcus Susan
Title: President of association of Board

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 21st day of July, 2022, by Marcus Susan, President, of 76 Isle of Venice, Inc. a Florida Corporation, on behalf of the association. He/she is [☐] is personally known to me or [☒] has produced drivers license as identification.

[Signature]
NOTARY PUBLIC (signature)
Print Name: Jamie L. Cox
My Commission Expires:
Stamp/Seal:

